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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

52

William Cass, P.E.
Commissioner

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

Bureau of Bridge Design
May 2, 2023

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

REQUESTED ACTION

Authorize the Department of Transportation to amend Contract #5001037 with Vanasse Hangen Brustlin, Inc., Bedford, NH, Vendor #174584, for General Sullivan Bridge superstructure replacement between the Town of Newington and the City of Dover, by increasing the total fee by $110,059.73, from $1,775,470 to $1,885,529.73, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on June 30, 2021. No additional time is required. 100% Turnpike Funds.

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

04-96-96-961017-7514	FY 2023	FY 2024	FY 2025
Spaulding Turnpike Expansion			
046-500464 Gen Consultants Non-Benefit	$15,000	$85,059.73	$10,000

EXPLANATION

On June 30, 2021, the Governor and Council authorized the subject agreement (Item # 82; copy of Resolution attached) in the amount of $1,775,470 for professional engineering services to develop and prepare final engineering plans, contract documents and construction services for the superstructure replacement of the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington. The objective of the project is to study and prepare final engineering plans, contract documents and construction services for the superstructure replacement of the General Sullivan Bridge.

The purpose of this amendment is to increase the total amount payable under this Agreement by $110,059.73 as payment for additional services by Vanasse Hangen Brustlin, Inc. for additional effort associated with the development of a RAISE Grant 2023 application, Project Manager Assistance, and cultural resources mitigation.

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

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

Sincerely,

William J. Cass
Commissioner

Attachments

New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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

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

NEWINGTON-DOVER
X-A005(301)
11238S (FINAL DESIGN)
Fee Amendment
(Agreement Dated MAY 12, 2021,
Contract No. 5000576)

April 3, 2023

Mr. Gregory Goodrich, PE
Senior Project Manager/Associate
Vanasse Hangen Brustlin, Inc.
2 Bedford Farms Drive, Suite 200
Bedford, NH 03110

Dear Mr. Goodrich:

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

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by $110,059.73 as payment for additional services by Vanasse Hangen Brustlin, Inc. for additional effort associated with the development of a RAISE Grant 2023 application, Project Manager Assistance, and cultural resources mitigation for a total fee of $110,059.73. No additional time is required.

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

"The total amount to be paid under this AGREEMENT shall not exceed $1,885,529.73, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of APRIL 6, 2021, and January 11, 2023)..."

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

- Increases the estimated amount of (1) direct salary costs, actual CONSULTANT'S salaries, costs applicable to actual salaries, by $27,139.00, from $549,130.88 to $576,269.88.

- Increases the estimated amount of (2) overhead costs applicable to the direct salary cost by $43,881.05, from $887,889.72 to $931,770.77.

- Increases the amount of (3) fixed fee to cover profit and non-reimbursed costs by $7,102.00, from $143,702.06 to $150,804.06.

- Increases the estimated amount of (4) reimbursement for direct, out-of-pocket expenses, by $1,000.00, from $70,620.00 to $71,620.00.

- Increases the amount of (5) reimbursement for actual cost of subconsultants SMK Services, Inc., Patrick Engineering, and Independent Archaeology Consulting, Inc. by $30,937.68, from $124,127.34 to $155,065.02.

Also, Article II, Section A (Limitation of Costs) is being amended to read as follows:

"The total amount to be paid under this AGREEMENT shall not exceed $1,885,529.73, the sum of the amounts shown in Article II, Section A."

The above additional work revises the total amount payable under this Agreement, which increases by $110,059.73, from $1,775,470.00 to $1,885,529.73 by this amendment.

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

Sincerely,

Jennifer E. Reczek

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

Approved: William J. Oldenburg, P.E.
Assistant Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: _____

Title: Senior Vice President

https://nhgov.sharepoint.com/sites/dot-consultant-selection-committee-team/planned contracts document library/11238s - newington-dover/18. amendments/amend 1 grant application/newington-dover 11238s - fee amendment letter.docx

AGREEMENT AMENDMENT

NEWINGTON-DOVER, X-A005(301), 11238S

VANASSE HANGEN BRUSTLIN, INC.

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

Consultant

WITNESS TO THE CONSULTANT

By: _____

Dated: 4/7/2023

CONSULTANT

By: _____

Senior Vice President (Title)

Dated: 4/7/2023

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Natasha Tula

Dated: 5/3/23

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development

for DOT COMMISSIONER

Dated: 5/3/23

Attorney General

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

Dated: 5/1/23

By: _____

~~Assistant~~ Attorney ~~General~~

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State

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 VANASSE HANGEN BRUSTLIN, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 11, 1986. 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: 104275

Certificate Number: 0006199633

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April A.D. 2023.

David M. Scanlan

Secretary of State

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

NEWINGTON-DOVER
X-A005(301)
11238S Final Design

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 25, 2023, at which a quorum of the Board was present and voting.

VOTED:

> *That Thomas W. Jackmin is Senior Vice President for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.*

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Thomas W. Jackmin is Senior Vice President for this Corporation.

ATTEST:

Date: April 7, 2023

Clerk

VANASSE HANGEN BRUSTLIN, INC.
1986
MASSACHUSETTS

(Corporate Seal)

VANAS-1

OP ID: SW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/10/2023

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
Poole Professional B&B of MA
107 Audubon Rd, #2, Ste 305
Wakefield, MA 01880
Christopher A. Poole
781-245-5400

CONTACT NAME: Christopher A. Poole
PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Ins Co Hartford	20478
INSURER B : Transportation Insurance Co.	20494
INSURER C : The Continental Ins Co.	35289
INSURER D : Continental Casualty Company	20443
INSURER E : XL Specialty Insurance Company	37885
INSURER F :	

INSURED
Vanasse Hangen Brustlin, Inc.
VHB Eng Surveying Landscape Arch & Geology PC
VHB Eng NC PC; Vanasse Hangen Brustlin LLC
VHB Metro DC LLC; Brinkerhoff Env Services Inc.
Survey Eng Resources LLC
POB 9151 Watertown, MA 02471

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	6018141932 NO DEDUCTIBLE INCL XCU COVERAGE	05/01/2023	05/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ValPapers	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,500,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	6018203376	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical Expense	$ 1,000,000 $ $ $ $ 5,000
C	X UMBRELLA LIAB X OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	X	X	6018203362 FOLLOWS FORM	05/01/2023	05/01/2024	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000 $
D B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	6017185236 7033851844 - CALIFORNIA	05/01/2023 05/01/2023	05/01/2024 05/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Arch/Eng Prof Liab incl Pollution			DPR9995722 FULL PRIOR ACTS	07/19/2022	07/19/2023	Per Claim Aggregate	5,000,000 5,000,000

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

CERTIFICATE HOLDER

NHDOT-4

NH Dept Transportation
Bureau Finance & Contracts
PO Box 483
7 Hazen Drive
Concord, NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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JOBS:
STATEWIDE ON-CALL BRIDGE DESIGN SERVICES 43087
MANCHESTER EXITS 6&7 16099 (PART B)
KEENE-SWANZEY X-A004(345)40100 PARTA
NEWINGTON-DOVER NHS-0271(037) 11238S PART B
JAFFREY X-A003(234) 16307 PART A
STATEWIDE ON-CALL AIR QLTY/NOISE ENV. 41305
STATEWIDE ON-CALL HWY DESIGN SERVICES 41329
STATEWIDE ON-CALL BRIDGE DESIGN SVCS 41341
STATEWIDE ON-CALL WATER QUALITY SVC ENV 41454
STATEWIDE ON-CALL HWY DES 41883
STATEWIDE ON-CALL WATER QUALITY SVC 43028
STATEWIDE ON-CALL HWY DESIGN SVCS 43094
DERRY LONDONDERRY IM-0931(201) 13065
NEWINGTON-DOVER NHS-0271(037) 11238S PART C
JAFFREY X-A001(234) 16307 PART B
KEENE-SWANZEY X-A004(345) 40100 PART C

State of New Hampshire and NH Dept Transportation are included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Waiver of subrogation applies to indicated policies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.

JUN08'21 AM11:23 RCVD

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New Hampshire DOT Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Design
May 5, 2021

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Vanasse Hangen Brustlin, Inc., Vendor #174584, Bedford, NH, for a total amount not to exceed $1,775,470.00, to study and prepare final engineering plans, contract documents and construction services for the superstructure replacement of the General Sullivan Bridge carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington, effective upon Governor and Council approval, through June 30, 2024. 100% Turnpike Funds.

Funds to support this request are available in the following account in State FY 2021 and is contingent upon the availability and continued appropriation of funds in State FY 2022 and State FY 2023 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

04-96-96-961017-7514	FY 2021	FY 2022	FY 2023
Spaulding Turnpike Expansion			
046-500463 Eng Consultants Non-Benefits	$20,000.00	$1,255,470.00	$500,000.00

EXPLANATION

The Department requires professional engineering services to develop and prepare final engineering plans, contract documents and construction services for the superstructure replacement of the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington. This 1930's 9-span structure (6 steel deck truss approach spans and a 3-span steel through-truss deck arch) has a total length of 1,585 feet. It has been on the Red List since 1990 and is currently closed to all pedestrian and bicycle traffic along with all other modes of travel across the bridge. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Newington - Dover 11238S) for advertisement in State Fiscal Year 2023.

On November 20, 2013, the Governor and Council authorized the Part A Agreement (Item #122 copy attached) for the In-depth Structural Inspection and Bridge Load Rating of the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington.

On August 26, 2015, the Governor and Council authorized the Part B Agreement (Item #30 copy attached) to develop a Supplemental Environmental Impact Study (SEIS) and Preferred Alternative for the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington. The Department reserved the right to either negotiate a scope and fee for the Part C final design services or terminate the contract. Since the firm of

Vanasse Hangen Brustlin, Inc. satisfactorily completed the Part B (develop a SEIS and a Preferred Alternative) services for this project, the Department proposes to continue with this firm to perform the Part C (final design).

The Part C final design services include developing contract plans and documents for the preferred alternative (superstructure replacement) that complies with the SEIS to maintain the current pedestrian/recreational crossing; completing all environmental efforts for documentation needed to comply with the National Environmental Policy Act (NEPA), including Cultural Resource mitigations in accordance with Section 106 of the National Historic Preservation Act, and the permitting requirements for both State and Federal agencies; assisting the Department with the public involvement process; and construction support services for the construction of the bridge if approved at a later date by the Governor and Council.

Vanasse Hangen Brustlin, Inc. has agreed to furnish the required services for a total fee not to exceed $1,775,470.00. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

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

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

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

V2

NEWINGTON-DOVER
11238S
(PART C)

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A. SPECIAL CONTRACT PROVISIONS FOR COVID-19
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AGREEMENT EXECUTION ATTACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
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NEWINGTON-DOVER
11238S
(PART C)

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 12th day of May in the year 2021 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 Vanasse Hangen Brustlin, Inc., with principal place of business at 101 Walnut Street, in the City of Watertown, Commonwealth of Massachusetts, and a local branch office at 2 Bedford Farms Drive, Suite 200, in the Town of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to rehabilitate NHDOT Br. No. 200/023 the Red List General Sullivan Bridge carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington, NH.

The DEPARTMENT intends to have prepared for said project final design, environmental permit applications, contract plans, specifications, special provisions, and estimates of quantities and costs. These services are outlined in the CONSULTANT'S Scope of Services dated December 14, 2020 (Revised April 2, 2021) and Fee Proposal dated January 14, 2021 (Revised April 6, 2021). The Scope of Services is included in this AGREEMENT as Attachment B. The Fee Proposal is hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

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 the rehabilitation (superstructure replacement) of the NHDOT Br. No. 200/203, General Sullivan Bridge, to carry pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington, NH. This 1930's 9-span structure (6 steel deck truss approach spans and 3 steel deck/through-truss main-spans) has a total length of 1,528 feet, and has been on the DEPARTMENT'S Red List of structurally deficient bridges since 1990 with a 2020 Bridge Priority Number of 3. This project is in the STATE'S Turnpike Capital Program and is currently scheduled to advertise in July 2023.

B. SCOPE OF WORK (GENERAL)

The purpose of this project is: 1) Part "A" - complete an in-depth bridge inspection and rating of the structure in its existing condition; 2) Part "B" - study and prepare preliminary engineering plans and environmental documentation: and; 3) Part "C" – prepare permit applications, final plans, specifications, and estimates for the bridge rehabilitation and provide construction engineering services. Part "A" and "B" have been completed. This contract is for Part "C" services.

The project is anticipated to replace the superstructure to accommodate multi-use/recreational traffic with a maximum deck width of 21 feet, replace the Newington abutment, and modify the Dover abutment and piers, as necessary and as approved in the Final Supplemental Environmental Impact Study.

Coordination will be required between the DEPARTMENT and the Town of Newington and the City of Dover. The CONSULTANT shall be prepared to support such efforts as required.

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

1.) Final design of the bridge structure, roadway elements, and other necessary design elements;

2.) Utility coordination;

3.) Develop a Traffic Control Plan that is acceptable and economical for travelers;

4.) Consideration of constructability and construction access;

5.) Preparation of permit applications and environmental mitigation measures;

6.) Assist the Department with public involvement support services, including attendance at meetings, preparation of minutes, and preparation of illustrative plans and exhibits for any meetings, as directed by the DEPARTMENT;

7.) Preparation of contract plans, specifications and estimates; and

8.) Construction phase services.

C. SCOPE OF WORK (SPECIFIC)

The CONSULTANT shall be responsible for developing engineered plans through an iterative process of design and review involving the DEPARTMENT, STATE, and Federal environmental resource agencies, regional planning commissions, the local community, and the public.

The engineering design shall take into consideration all factors affecting the cost of the construction, such as site-specific foundation considerations; earthwork quantities; erosion and sedimentation control; traffic control; water-quality-treatment issues; construction phasing and complexity; utilities affected; right-of-way needs; environmental issues and commitments; cost; construction materials; etc.

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 Manuals, and most current Standard Plans for Road Construction, except as approved.

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

The CONSULTANT shall verify all computations and design calculations. The CONSULTANT shall furnish one (1) permanent, legible copy and one electronic format (PDF) copy of the design calculations, suitably bound, and when directed, all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.

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

The work shall be as described in the CONSULTANT's Scope of Services, Attachment B, and requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work efforts:

1. Preliminary Engineering

Preliminary Engineering for Final Design shall consist of all efforts needed to design and prepare a complete set of contract documents for the construction of the project, including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates, and documents for required submissions to the DEPARTMENT, the Federal Highway Administration,

and/or any other STATE or Federal agency, that may be required. Tasks under Preliminary Engineering include the following:

a. Incident Management Plan

b. Financial Management Plan

c. Existing Conditions Data Collection and Field Reviews

d. Topographic Survey and Base Plan Preparation

The development of base plans drafted by the CONSULTANT using updated ground survey.

e. Development of Engineering Criteria

The CONSULTANT shall follow appropriate engineering criteria based on the latest AASHTO Policy on Geometric Design of Highways and Streets, AASHTO LRFD Bridge Design Specifications, NHDOT Highway Design Manual, and NHDOT Bridge Design Manual, as amended.

f. Roadway Plans

The refinement of the alignment, grades, typical section, and intersections of the proposed multi-use path, as shown on the preliminary plans, the design of all permanent guide, warning and regulatory signs, including the quantity summary sheets, and the design and incorporation of all pavement marking layouts, item numbers, item descriptions, and quantities.

g. Structural Design Calculations and Plans

The design shall include all supporting members for utilities that traverse any bridge structure, if required.

h. Traffic Control Plans and Construction Phasing

The development of the permanent construction sign and warning device package, including the quantity summary sheets, showing all temporary guide and regulatory signs, and permanent construction signing required for use with detours or construction staging. This shall include summary sheets for relocated signs for construction sequencing.

i. Drainage Design and Stormwater Treatment

Including Best Management Practices for permanent erosion- and sedimentation-control and water-quality features as feasible for the project location and topography.

j. Aesthetics and Landscaping Plan

k. Constructability Reviews

l. Cost Estimates

The Cost Estimates shall be prepared with each submission. Construction Engineering and environmental mitigation costs shall also be included. Estimates shall be submitted with a narrative explaining all major cost and/or quantity changes.

ARTICLE I

m. Design Report and Narrative

The CONSULTANT shall prepare a brief narrative, to be submitted with each submission, explaining the design issues addressed in that submission, the design rational, and documenting any major changes. The report shall include design criteria and controls, specific items and issues of interest, design calculations appropriate for the submission, drainage information (including back-up calculations, pollutant loading data, and a copy of the drainage software model), traffic analyses and a construction cost estimate. In addition, the report shall include anticipated or outstanding issues and the CONSULTANT'S recommendations.

n. Project Team Meetings

Project team meetings will be held periodically over the course of Part C. These informal meetings will take place when needed to discuss project issues that may include resource constraints, impacts of alternatives, and cost issues. These meetings will involve CONSULTANT and DEPARTMENT staff, but may also include representatives of the City, local Planning Commission, state or federal agencies, or others as appropriate.

2. **Public Participation**

The CONSULTANT shall provide a public participation program involving public and private stakeholders and the general public in the decision-making process to aid in the determination of the proposed action and to provide updates throughout the design process. The CONSULANT shall prepare presentation graphics, handouts and support displays for public participation and posting to the DEPARTMENT's project webpage, provide a moderator for stakeholder and public meetings, be available to make presentations and draft meeting minutes. Specific types of meetings include:

a. Public Advisory Committee Meetings – Not included in this contract

b. Public Informational Meetings

c. Public Hearing – Not included in this contract

3. **Environmental Documentation and Permitting**

The scope of the work involves Environmental Field Work; Environmental Permitting; Section 106 Mitigation Plan Development; Contaminated Soil Management; Review of NEPA Record of Decision, Permit Conditions and Prosecution of Work, and; Aesthetics and Landscaping as described in CONSULTANT'S Scope of Services. The CONSULTANT'S plans shall include all commitments made in the environmental documents, to the extent practicable.

4. **Geotechnical**

NHDOT will complete geotechnical work for the Newington abutment, if required.

5. Utilities

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

D. 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 into the plans by the CONSULTANT:
   a. Any available electronic topographical mapping within the project area shall be provided along with any pertinent electronic supporting information (survey field notes, ASCII point file, SDR data files, etc.).
   b. Any additional topographic surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary by the project team will be undertaken and processed by the DEPARTMENT. Incorporation of this information into the topographic baseplan shall be the responsibility of the CONSULTANT.
   c. Electronic drawings in MicroStation format of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
   d. Electronic drawings in MicroStation format of the existing utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of the preliminary base plans to the DEPARTMENT for submission to and use by the utilities. The CONSULTANT shall be responsible for the incorporation of this utility information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
2. Prints of the following information:
   a. Any information outlined in Article I.D.1.a thru d. above (electronic information) both existing and proposed, when available, for verification by the CONSULTANT.

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

3. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the CONSULTANT's Right-of-Way Boundary (Section C.1.c.) (e.g., existing right-of-way layout per record plans, property lines to a tax map level, parcel owners, title abstracting, etc.) will be provided by the DEPARTMENT in MicroStation format for incorporation into the plans by the CONSULTANT.
4. Plans of prior highway and bridge construction projects within the project limits, as available.
5. The location of all existing and proposed utilities through direct contact with the various utility companies.
6. Geotechnical investigations and recommendations, if available: Electronic files of the Environmental resource data collected in previous studies.
7. Crash data and Safety Analysis within the study area, if applicable.
8. Ground survey, as needed, within the study area to supplement the digital surface model. The DEPARTMENT will process the raw survey data and incorporate into the digital surface model.
9. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).

E. WORK SCHEDULE AND PROGRESS REPORTS

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

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

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

ARTICLE I

F. SUBMISSION OF REPORTS, PLANS, AND DOCUMENTS

The submissions shall be as necessary in accordance with Attachment B. Each submission shall be supplemented with such electronic copies of MicroStation drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts and designs.

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

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

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

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

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

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

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

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

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

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

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

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

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

Website Information:

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

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

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

G. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES)

If a contract for construction of the project, or part of it, is entered into within two years after completion by the CONSULTANT of the services outlined in Articles I, III and IV, the CONSULTANT shall, without additional compensation therefor, render services to the DEPARTMENT, including, but not restricted to, the following:

1. Construction

   If and when required by the DEPARTMENT during the construction of the project, the CONSULTANT shall:

   a. At the CONSULTANT'S sole expense, correct and resolve errors and/or omissions within the contract plans and specifications found during construction.

   b. Render interpretations, as necessary, of the contract plans and specifications and submit recommendations for necessary modifications in either or both and, upon approval of recommendations by the DEPARTMENT, revise the contract plans and specifications to cover same and prepare other detailed drawings as may be needed to supplement the contract plans in order to permit the proper completion of the project. This work effort, if required, will be viewed as additional services, subject to an adjustment in the fee.

ARTICLE I

2. Shop Drawings

   The CONSULTANT shall:

   a. Review, check and approve all working drawings prepared by others including the construction contractors or their subcontractors subject to the provisions of Section 105 as described in CONSULTANT'S Scope of Services, Attachment B. Only that work designed by the DEPARTMENT will be excluded from this requirement.

3. Public Outreach and Administrative Assistance:

   The CONSULTANT shall provide, as outlined in Attachment B:

   a. Construction phase public outreach efforts,
   b. Website maintenance and support,
   c. Annual updated to the Financial Management Plan.

4. Other Services:

   The CONSULTANT shall provide, as outlined in Attachment B:

   a. Field inspections, and
   b. Bathymetric Survey.

H. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part C professional services rendered under this AGREEMENT is June 30, 2024.

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.

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

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

   Direct salary costs are estimated at: $549,130.88

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 ended December 31, 2019, which expires June 30, 2021, 161.69%, shall be used for invoicing for the life of the AGREEMENT.

   Overhead costs are estimated at: $887,889.72

3) A fixed fee for profit and non-reimbursed costs (10% of 1+2).

   The fixed fee is: $143,702.06

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

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

Direct expenses are estimated at: $70,620.00

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

SMK Services, Inc.	$81,360.98
Patrick Engineering	$32,408.36
Independent Archaeological Consulting, Inc.	$10,358.00
AGREEMENT NOT-TO-EXCEED TOTAL	**$1,775,470.00**

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 $1,775,470.00, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of April 6, 2021), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

B. LIMITATION OF COSTS

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

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

C. PAYMENTS

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

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

D. ANNUAL INDIRECT COST RATE SUBMISSIONS

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

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

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

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

- AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers form with the required attachments.

- Certification of Final Indirect Costs as required pursuant to 23 CFR 172.11 and FHWA Order 4470.1A.
- Complete copy of the CONSULTANT'S annual audited financial statements.
- Analysis of reasonableness of executive compensation as outlined in the AASHTO Audit Guide.
- Cognizant letter, if available.
- A listing of all contracts, with dollar amounts, the CONSULTANT has currently with the DEPARTMENT as a prime consultant or subconsultant.

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

E. RECORDS, REPORTS, AND FINAL AUDIT

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

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

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

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

B. CONTRACT PROPOSALS

After the CONSULTANT has furnished to the DEPARTMENT contract drawings, special provisions, specifications, and estimate of quantities 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 2 Bedford Farms Drive, Suite 200, Bedford, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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

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

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

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

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

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

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

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section 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". A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

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.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

   a. Non-Professional Liability Indemnification

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

   b. Professional Liability Indemnification

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

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

3. Insurance

   a. Required Coverage

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

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

      2. Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death,

or property damage, in policy amounts of not less than $500,000 combined single limit; and

3. Professional liability (errors and omissions) insurance coverage of not less than $2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than $75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

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

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public, or any member thereof, a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this 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.

ARTICLE IV

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

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

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

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

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any

information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

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

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

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

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

ARTICLE IV

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONSULTANTS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above, shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

ARTICLE IV

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.

Scope of Work

Newington-Dover General Sullivan Bridge

NHDOT 11238S, FHWA NHS-027-1(037)

Supplemental Environmental Impact Statement and Section 4(f) Evaluation

Prepared for: **New Hampshire Department of Transportation**

Prepared by: **VHB**
Bedford, New Hampshire

January 30, 2018

2007 FEIS to document the determinations of impacts to the resources which are unchanged.

VHB anticipates that up to three rounds of revisions will be needed to address NHDOT and FHWA comments on the administrative draft. After final comments are addressed by VHB, the Draft SEIS will be submitted to the Department and FHWA for distribution. Fifty (50) hard copies, one (1) electronic PDF copy, and fifty (50) CDs of the Draft SEIS will be provided by VHB.

5.2 - Final SEIS

Following review of the Draft SEIS and comments received at the Public Informational Meeting (Task 8), VHB will meet with the Department and FHWA to review comments and assist in the preparation of responses. VHB will compile and classify all comments and consult with the Department on determination of which comments are substantive. Comment will be delineated in PDF format for compilation in a technical appendix to the Final SEIS. It is assumed that VHB will prepare draft responses to comments which are technical in nature (e.g., directly related to the engineering or environmental impact analyses), and that the Department would address comments related to project status, budget, and policy matters. For budgeting purposes, we assume that VHB will be responsible for up to 30 responses, and that one round of revisions to the draft responses will be necessary. VHB will also incorporate NHDOT and FHWA response to comments so that all responses are compiled in a single document.

Once responses to comments are completed, VHB will revise and resubmit the SEIS for review by NHDOT and FHWA. It is anticipated two (2) rounds of review will be necessary prior to publication of the Final SEIS. Twenty-five (25) printed copies of the Final SEIS will be provided to the Department as well as PDF copy and fifty (50) CDs of the document.

5.3 - Supplemental Record of Decision (SROD)

Following approval of the Final SEIS, VHB will prepare a draft Supplemental Record of Decision (SROD) in consultation with NHDOT and FHWA for the resulting proposed action. The draft SROD will explain the reasons for the project decision, summarize any mitigation measures that will be incorporated in the project and document any required Section 4(f) approval. The draft SROD will also address monitoring and/or enforcement, as well as summarize comments on the SEIS. While cross referencing and incorporating by reference the SEIS and other documents as appropriate, the SROD will explain the basis for the project decision as completely as possible, based on the information contained in the SEIS. It is assumed that NHDOT will transmit the draft SROD to the division office of FHWA, along with the Final SEIS.

Task 6. Agency and Regulatory Coordination

ATTACHMENT B

Scope, Hours & Fee Proposal

Newington-Dover, 11238S
General Sullivan Bridge

Part "C" Final Design Services

Prepared for New Hampshire Department of Transportation
Concord, New Hampshire

Prepared by Vanasse Hangen Brustlin, Inc.
Bedford, New Hampshire

December 14, 2020
Revised April 2, 2021

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Foreword

This document describes the scope of services for an amendment to the contract between NHDOT and Vanasse Hangen Brustlin, Inc. (VHB), for the General Sullivan Bridge, Newington-Dover, 11238S Project. The original contract includes Part "A" In-Depth Inspection & Rating; Part "B" – Study, Preliminary Design, and development of a Supplemental Environmental Impact Statement (SEIS); and Part "C" - Final Design services. Only the "Part A" and "Part B" services have been negotiated and authorized. This Scope of Services provides "Part C" – Final Plans, Specifications, and estimates for the bridge rehabilitation. Design services that generally includes final design, project management, and construction phase services.

Project Description

NHDOT's Newington-Dover 11238 Project is a major project ($280 million-plus) that has improvements: constructed, under construction, and under design. It includes multiple design and construction contracts over several years.

The final planned contract in the project has been designated "Contract S" and is the bridge rehabilitation (superstructure replacement) of the General Sullivan Bridge for use as a pedestrian, bicycle and recreational facility, with restricted access on the Newington approach, for emergency access, maintenance and inspection vehicles. Previous in-depth bridge inspections, ratings, and preliminary design work was completed between 2009 and 2019.

To continue progressing Contract S, this scope of work is for the Part "C" work which encompasses the final design of the superstructure replacement of the General Sullivan Bridge, and will also include design services to reconfigure the NB turnpike to its final 4-lane configuration, along with engineering and environmental services required to obtain environmental permits and to implement mitigation, and to re-establishing the multi-use path connection on the Newington and Dover side of the project.

Scope of Services

Project Management and Administration

The management services for this project require the development and execution of the processes and procedures that must be maintained and reviewed for various elements of the work to ensure a comprehensive and successful delivery of the final design of this project. This is especially critical due to the history and amount of information developed for the General Sullivan Bridge over many years. These efforts commence with the project initiation and continue through completion of this Part "C" phase of work.

The following processes and procedures have been identified as project management tasks:

1. **Project Administration**
   a. Part "C" start up (kickoff meetings and distribution of materials). The meeting with the Department includes attendance by 4 people from the VHB; the Project Manager and 3 Key Discipline Leaders. The same group from the VHB Team will also conduct an internal kickoff meeting. VHB will review the previously prepared information, additional information from the Department, prepare agendas and meeting information packets, and distribute information to the team for their review prior to commencing individual major task services.
   b. Sub-consultant coordination. This effort is for monthly coordination with VHB's anticipated subconsultants for the Part "C" services – Independent Archaeological Consultants, LLC (IAC) and SMK (SMK) Services, Inc. (a Construction Industry Specialist).
   c. Coordination with the Department on project website updates to identify improvements and overall maintenance of the website from the current stages through public meetings and into construction. The results of this website coordination will be implemented by VHB.
   d. Develop a color newsletter to be published and distributed once annually (4 total during design and construction). VHB will utilize the previously established newsletter layout as the basis for further development and refinement. The assumed 4 updates of the newsletter will consist of

coordination with the Department, the preparation of the new materials, and the modifications to the newsletter. The printing of the newsletter will be completed by the VHB Team with the delivery to the Department for distribution.

2. **Scope Management**
   a. Ensure that the direction of the project is in compliance with the commitments made during the SEIS, the amended ROD and public hearing. The project commitment table that was previously established will be updated to include all new commitments and add columns for status and remarks.
   b. Coordinate with the Department on addressing requests from NHDOT Bureaus and any external groups or agencies.
   c. Coordinate with the sub-consultant in the identification and assessment of items related to project scope creep due to internal and external influences of the project.
   d. Address Department requests from any source. Provide photos, plans, reports, documents and support to the Department to address questions or concerns.

3. **Cost Management**
   a. VHB and the Department shall collaborate on updates to the annual Financial Management Plan.

4. **Incident Management Plan**
   a. Incident Management coordination must be considered during the development of the project. The Incident Management aspect of the project requires coordination efforts with the Bureau of Turnpikes and others, as necessary, during the design of Contract S to address modifications to the current Incident Management Plan. Modifications to the Incident Management plan will require the internal and external distribution to the Department, as well as, be included in the Prosecution of Work and Traffic Control documents. In addition, VHB will develop a final version of the final Incident Management Plan at the completion of the project. The final plan will be provided electronically.

5. **Ground Survey**

a. New ground survey (including field checking) is required at both the Newington and Dover approaches to clearly define the improvements made during previous construction contracts (such as the multi-use path approaches on the Newington side, and the new pedestrian ramp, MSE wall, and abutment modifications on the Dover side). In addition to these approximate areas, additional survey will be obtained on the tops of the existing GSB piers, as well as on the northbound LBB to capture required modifications to restore the NB LBB to the original configuration after the pedestrian detour is no longer required. VHB will prepare all survey requests and submit them to the Department as needed for this effort. The Department will incorporate, and field verify the supplemental survey prior to turning over the existing model to VHB at the turnover meeting per Department policies. Additional survey locations may be identified as the design advances.
VHB will allocate an allotted number of survey hours to perform the above effort and any additional minor survey needs if NHDOT Survey staff is unavailable as determined by the NHDOT Project Manager. Hours will not be used unless directed by NHDOT PM.

b. USCG is assumed to require a post project bathymetric survey. VHB will prepare and submit this survey request to the Department as needed for this effort. This request will be submitted under the Construction Services task. VHB has not included any effort to process the survey information or provide it to USCG or answer any questions or comments raised by USCG under this effort.
VHB will allocate an allotted number of survey hours to perform the above effort if NHDOT Survey staff is unavailable as determined by the NHDOT Project Manager. Hours will not be used unless directed by NHDOT PM.

Bridge Design

General

The Scope of Work described in the Department's Agreement presents the superstructure replacement of the General Sullivan Bridge, with the configuration as presented in the SEIS documents. In general, unless clarified elsewhere VHB has developed the hours and fee based on the configuration referred to as Alternative 9 in the SEIS.

Possible bridge solutions have been studied during the SEIS phase (Part "B" and will not be reevaluated during the Final Design phases (Preliminary Plans, Preliminary PS&E, PS&E and Final Plans).

Estimated quantities and costs for the bridge project will be completed at each final design phase and updated for the current year. Estimated cost for Access for Bridge Construction, Bridge Demolition, and Structural Steel Erection will be completed with the help of SMK Services (a Construction Industry Specialist). The Department will be responsible for determining inflation costs for the project.

USCG Bridge Permit and Navigational Impact Report is assumed to be require based on latest communications between NHDOT and the USCG.

Newington-Dover: General Sullivan Bridge (GSB)

As established in the SEIS, the historic General Sullivan Bridge superstructure will be removed and replaced with a new steel girder superstructure, utilizing the existing piers, and thus the same span arrangement of the existing GSB, for pedestrian and bicycle use. VHB will work with the Department during the final design to balance the need to minimize the cost of replacing the superstructure with the desire to have a final product which is long-lasting, attractive, and highly functional for the intended users. The Department's scope of work states that "The General Sullivan Bridge (GSB) superstructure will be replaced to function as a pedestrian/bicycle/recreational facility with the ability to carry emergency vehicles from the Newington side. The Newington abutment and approaches will be developed to carry emergency vehicles to allow for access onto the bridge. The northern (Dover) end of the bridge will accommodate the recently constructed pedestrian access ramp and approach retaining wall."

VHB has presented, and the Department has accepted, several alternatives as part of the SEIS. Alternative 9, Superstructure Replacement on Existing

Substructure, is the proposed action. This configuration will advance into final design, considering the following:

1) **Contractor Constructability Reviews:** During the design, VHB will engage SMK Services, Inc. (a Construction Industry Specialist) for constructability reviews for both demolition of the existing bridge and installation of the proposed structure. This will be coordinated with the Department's Bureaus of Construction and Bridge Design.

2) **Bridge Rehabilitation (Superstructure Replacement):** The SEIS provides that the existing General Sullivan Bridge is deteriorated beyond repair and therefore the superstructure should be replaced with a new steel girder superstructure with a composite concrete deck. This scope and fee have been prepared assuming that the existing truss superstructure will be removed, and the piers retained and retrofitted as needed to accommodate the new superstructure. No retrofit design or modifications of the recently constructed pedestrian access path on the Dover (north) side of the bridge will be necessary. The abutment on the Newington (south) side of the bridge may be replaced or rehabilitated. A review of the existing abutment and foundation will be completed to see if modification of the existing is feasible and cost prudent during the Preliminary Plans development. The final design will be based on Alternative 9 in the SEIS, utilizing either the "v-frame" or "super-haunch" configuration.

3) **Inspection:** The existing GSB is currently closed to all users as a result of the supplemental bridge inspection conducted by VHB in September 2018. Since the bridge has been closed, no follow-up inspections are required. The previous inspection reports and notes will suffice for above water data and previous underwater inspection reports will be utilized for this project. Currently, no new bridge inspection is included in the Scope of Work.

4) **Electrical:** Final design will include electrical and structural design and detailing for navigation lights and accommodation for pedestrian and bicycle path lighting on the bridge. This includes replacing the navigation lights and reviewing clearance tide gages.

5) **Utilities:** Final design will include accommodation for a 12-inch waterline located within the superstructure on the bridge. VHB understands that the City of Dover is coordinating with NHDOT on providing plans for the 12-inch waterline. The waterline is anticipated to be constructed during the construction of the bridge.

6) **Drainage System:** Final design will include detailing for scuppers on the General Sullivan Bridge, if required. The drainage calculations will be provided by VHB Roadway Designers.

Preliminary Design, Bridge Design

1. Develop a 2D Finite Element Model (FEM) of the proposed superstructure replacement configuration to evaluate final girder and frame design and configurations.

2. Review and recommend Live Load criteria to be applied to the new superstructure. Loads anticipated to be considered will accommodate emergency vehicles including ambulance and fire vehicles and maintenance operation vehicles.

3. Permissible Construction Live Load on the existing bridge will be developed between the Department, VHB, and SMK, as applicable, and notated on the plans to aid Contractors in the bidding process.

4. Review existing underwater inspection data for below water pier inspection performed by NHDOT, and provide pier rehabilitation details, as appropriate.

5. Develop Preliminary Plans in accordance with NHDOT requirements for the proposed bridge rehabilitation (superstructure replacement).

6. Develop Bridge Demo Plan with input from Bureaus of Construction, Bridge Design, and SMK Services (a Construction Industry Specialist).

Preliminary PS&E, Bridge Design

1. Develop Preliminary PS&E submission in accordance with NHDOT requirements for the proposed bridge rehabilitation (superstructure replacement). This to include draft special provisions requested by NHDOT. Will assist NHDOT in the drafting of the POW and TCP also.

PS&E Package, Bridge Design

1. Develop PS&E submission in accordance with NHDOT requirements for the proposed bridge rehabilitation (superstructure replacement).

Contract Plans (Final Paper), Bridge Design

1. Submit Contract Plans, (100% Final Paper), in accordance with NHDOT requirements. This to include final special provisions requested by NHDOT.

Construction Support Services, Bridge Design

Construction Support Services will be performed for:

1. RFIs (requests for information)
2. Review of shop drawings (i.e., bridge demo, steel erection, steel shop drawings, expansion joints, bridge rail, etc.) as required under NHDOT Standard Spec 105.02.
3. Review of contractor's Working Drawings as required under NHDOT Standard Spec 105.02.
4. Review of calculations submitted by contractor
   Completing USCG post construction bathymetric survey request to NHDOT based on NHDOT to complete the survey. VHB will allocate an allotted number of survey hours to perform the above effort if NHDOT Survey staff is unavailable as determined by the NHDOT Project Manager. Hours will not be used unless directed by NHDOT PM.
5. Field inspections if needed to support permit conditions, for example:
   i. Turbidity monitoring
   ii. Mussel relocation
   iii. General erosion control inspections

Design of Other Structures

Hilton Park Pavilion

The existing Hilton Park Pavilion will be removed and reconstructed at a new location within the Park. This project will include the design of a new timber framed pavilion, of similar size and complexity (replace in kind) of the existing pavilion. Design will include the following appurtenances/considerations:

1. Electrical and lighting needs
2. Site plan development
3. Historic coordination (documentation, plaques, mitigation requirements in agreement with the SEIS Memorandum of Agreement (MOA)
4. Archeological investigations and coordination with New Hampshire Division of Historic Resources (DHR).

Roadway Design

Removal of Temporary Multi-Use Path

VHB will develop final design plans and quantities detailing the decommissioning of the temporary multi-use bicycle and pedestrian accommodations that were constructed on the NB Little Bay Bridge in the spring of 2018 as part of a Revision after Proposal #2 (RAP #2) for the 11238Q contract. The final condition that will be proposed by these plans was vetted during the 11238Q design development process. Highway Design submittals will coincide with Bridge submittals.

VHB will prepare a design submission for the removal of the temporary multi-use path that will be included as part of the Bridge PPS&E submission. Following NHDOT's review, VHB will resolve any comments and finalize the roadway plans and quantities for inclusion with subsequent bridge plan submissions (PS&E and Contract Plans).

The temporary multi-use path removal plans will detail the removal of all temporary grading, approaches, temporary pavement, and roadside safety elements (i.e., grates) that were constructed as part of the Contract Q RAP #2. The plans will also detail measures necessary to construct the northbound Little Bay Bridge pavement surface to the final condition proposed in 11238Q. It is anticipated this will include cold milling of the temporary path surface, swapping grates out, overlay of the final wearing course in the shoulder, final signing and striping, and any additional items needed to complete this effort.

Formal traffic control plans will be prepared for the removal of the temporary multi-use path.

VHB will add wayfinding signage to get path users to the bridge from the north side of the Turnpike.

Right – of – Way

The impacts to parcels as part of this project are limited to Hilton Park on the north end (Dover side) of the project, which is owned by the State of NH; as well as impacts on the approaches and multi-use path connection to Shattuck Way on the south end (Newington side) of the project, which is also owned by the State of NH. Therefore, no impacts to parcels are anticipated which are not owned by the State of NH as part of this project. Similarly, Right-of-Way (ROW) plan development is not anticipated for this project. Should impacts to parcels not owned by the State of NH be required, an amendment will be submitted to NHDOT for approval.

Environmental

Environmental Field Work

Wetland Delineation and Functional Evaluation

Updated wetland delineations will be conducted within the project right-of-way (ROW) using the technical criteria contained in the 2012 United States Army Corp of Engineers (USACE) Northeast Regional Delineation Supplement to the 1987 Corps Wetland Delineation Manual. A NH Certified Wetland Scientist ("NHCWS") will oversee delineations and verify that the requirements of the most current (New Hampshire Department of Environmental Services (NHDES) Wetland rules are being met as it relates to both non-tidal and tidal resources. The top of bank and tidal buffer zone will be delineated in accordance with the definitions in NH Administrative Rule Env-Wt 102.15. Wetland cover types will be classified using the methods of Cowardin, et al. (1979) at a scale of approximately 1 acre based on field observations. Cover typing will be based on interpretation of aerial photography with field verification. No vernal pools are known to occur within the project limits.

For each wetland, VHB will note vegetation, soils and hydrology indicators as well as other special features such as potential vernal pools, invasive species, or disturbed areas. Wetland flags will be mapped using submeter-GPS. A wetland delineation report will be developed to document the delineation. For

budgetary purposes, it is assumed that up to 250 wetland flags will be required to fully delineate the project area. Based on new NHDES Dec 15, 2019 regulations, VHB will need to include functions and values, and address the tidal rules with a full report with Corps data sheets.

In addition to the wetland delineation, VHB will perform a functional assessment in accordance with Env-Wt 311.10. For non-tidal wetlands and watercourses, this functional assessment shall be performed by a NHCWS, and will use the US Army Corps of Engineers ("Corps") Highway Methodology Workbook, dated 1993, together with the Corps New England District Highway Method Workbook Supplement, dated 1999. The functional assessment of tidal wetlands will follow these methods as well, but in compliance with Env-Wt 603.04 will include the Data Screening elements required by Env-Wt 603.03. In addition to any other field data collection requirements as specified in the most current NHDES Wetlands rules in order for all wetland permitting requirements to be fulfilled for a complete an accurate submission.

Shoreland Survey

It is understood that the Comprehensive Shoreland Protection Act (CSPA) applies to the project, due to its location adjacent and within tidal waters, and the Wetlands Bureau has jurisdiction within 100 feet of tidal wetlands and surface waters. The project plans must therefore depict the highest observable tide line (HOTL, i.e., the "reference line" under the CSPA). VHB will verify the appropriate elevation for the HOTL, currently set at elevation 4.1 feet (NAVD 88) according to National Oceanic and Atmospheric Administration (NOAA) Tide Predictions at Hilton Park in Dover. VHB will review the most recent NOAA data to confirm this elevation, and, if needed, will establish updated limits of the Protected Shoreland and Tidal Buffer Zone.

If required, VHB will perform a vegetation survey of impacted waterfront buffer vegetation, i.e., the protected shoreland within 50 feet of ordinary high-water, as specified in RSA 483-B:9, V(a)(1) (assumed only applicable to the Newington shoreline). Within the limits of the ROW, VHB will locate saplings and trees greater than 1-inch diameter at breast height (DBH) and will note the species of each sapling or tree, using a GPS-enabled data collector. VHB will plot waterfront buffer segments and will tally total waterfront buffer point scores by segment for existing and proposed conditions.

Invasive Species Mapping

VHB will perform a field inspection to map invasive species populations within the project right-of-way in accordance with NHDOT standards. Such populations will be classified as Type I or Type II, and a list of species present in

each map unit will be recorded. Any populations identified will be represented on project plans.

General Sullivan Bridge

The abutment on the Newington (south) side of the bridge may be replaced or rehabilitated. A review of the existing abutment and foundation will be completed to determine if modification of the existing is feasible and cost prudent during the Preliminary Plans development. Coordination with NHDHR/State Historic Preservation Office (SHPO)/Federal Highway Administration (FHWA) on the final disposition of the abutment will occur.

Archeological Investigations

The existing Hilton Park Pavilion will be removed and reconstructed at a new location within the Park. As Hilton Park has been determined to be a sensitive archaeological area, appropriate archaeological investigation, as determined by NHDHR and NHDOT, are to be conducted by Independent Archaeological Consultants, LLC (IAC) in all the areas of Hilton Park that are to be impacted by this relocation and site development.

IAC will also be consulted prior to construction to assist in verifying that the limits of the proposed construction staging area in Hilton Park will not affect archaeological features previously identified in IAC Report No. 1476, dated February 17, 2020.

Additionally, because the project will require replacement or rehabilitation of the abutment on the Newington (south) side of the bridge, IAC will review plans to determine if this element of the project would impact any archaeologically sensitive area. If necessary, IAC will conduct a Phase IA/IB study to assess potential impacts.

Environmental Permitting

NHDES Wetlands Permit Preparation

Once Preliminary Plans are approved by NHDOT, VHB will prepare a permit application for filing with the NHDES Wetland Bureau. The application package will contain all the required information required by NHDES's most current wetlands rules for a Standard Dredge and Fill Application and follow the NHDOT required organization, including:

1. Current Standard Dredge and Fill Application Form
2. USGS Location Map, including the approximate boundaries and size of the contributing watershed

3. Attachment A: Narrative addressing the Review Criteria for Major/Minor Projects
4. Avoidance and Minimization Checklist
5. Natural Resource Agency Coordination Meeting Minutes
6. Mitigation Narrative (see below)
7. Coastal Functional Assessment (Env-Wt 603.04)
8. Vulnerability Assessment (Env-Wt 603.05)
9. Stream Crossing Assessment and Forms per Env-Wt 900
10. National Heritage Bureau (NHB) review and Information for Planning and Consultation (IPaC) supporting correspondence
11. NHDHR Determination Memo/NHDOT Cultural Resource Review
12. Army Corps of Engineers (ACOE) – Appendix B with supplemental narrative if needed
13. Color photos of impact areas, labeled and showing all impact areas
14. Construction Sequence, describing the sequence of construction including pre-construction through post construction activities and their relative timing and progression of all work
15. Narrative addressing Env-Wt 514.03 regarding Riprap (if applicable)
16. Wetland Permitting Plans, including:
    a. Existing Conditions Plan
    b. Proposed Condition Plans (i.e., General Plan)
    c. Impact Sheet, showing temporary and permanent impacts and Best Management Practices (BMPs)
17. Erosion Control Plans, including:
    a. Existing and Proposed Contours (2 ft Intervals)
    b. Existing contours shown with a lighter line weight
    c. Proposed contours shown with a heavier (bold) line weight
    d. Perimeter Controls and Erosion Control Plan detailing the requirements of the most current requirement of the NHDES Wetlands Rules
    e. Strategies Sheet (latest revised version December 2015)

VHB will coordinate with NHDOT after consultation with NHDES to determine whether the project will require mitigation, and, if so, to develop a mitigation proposal meeting the requirements of most current NHDES Wetlands rules (likely in-lieu fee) for the application package. A separate permit application to the US Army Corps of Engineers will not be prepared since the project is assumed to qualify for the NH Statewide Programmatic General Permit (or the Corps may amend their previous individual permit). VHB will submit a draft permit application package to NHDOT for review and will revise the package in

response to comments prior to submitting a final package. An allowance to cover the estimated permit application fee is not included in our contract (assumed paid by NHDOT).

Shoreland Water Quality Protection Act Permit Application

The project area is subject to RSA 483-B, the Shoreland Water Quality Protection Act. Therefore, any new construction or construction that modifies the footprint of existing impervious surfaces or uses mechanized equipment to either excavate, remove or form a cavity within the ground and filling any areas with rocks, soil, gravel or sand within 250-feet from the HOTL would require a Shoreland Impact Permit through the NHDES Shoreland Program. VHB will complete an application for a Shoreland Permit consisting of the following:

1. Shoreland Permit Application Form signed by NHDOT;
2. Shoreland Application Worksheet, calculating the impervious area within 250 feet of the reference line;
3. Permit plans clearly and accurately depicting the work to be completed relative to the reference line;
4. Demonstration that each waterfront buffer grid segment at least meets the minimum required tree and sapling point score, or a request for a waiver from this requirement;
5. Development of a landscaping planting plan, if required, to address impacts within the 50-foot protected shoreland buffer in Newington;
6. A copy of the US Geological Survey map at a scale of 1:24,000 with the property and project located;
7. A copy of the tax map showing the location of the proposed project;
8. Photographs of the area to be impacted;
9. A copy of the NH Natural Heritage Bureau (NHB) Report indicating that the project has been screened for species of concern; and
10. Shoreland Waiver Request Form, if the project requires waiver(s) of the minimum standards of RSA 483:B:9, in accordance with RSA 483-B:9,V(i).

It is assumed that a formal stormwater management plan will not be required for this permit application, since preliminary review indicates that the project will reduce impervious surface area.

Clean Water Act, Section 404, Army Corps Permit

It is expected that the Army Corps will authorize the project via a Statewide Programmatic General Permit, i.e., the removal and restoration will not require an individual permit. VHB will prepare revised wetland project plans in the standard US Army Corps of Engineers format (8.5 in by 11 in or 11 in x 17 in) for the Corps' records and submit these plans with the NHDES permit application.

Coastal Zone Consistency Filing

VHB will assist NHDOT in compiling an application for a Coastal Zone Consistency Determination. VHB will develop a technical report that identifies Coastal Zone Management (CZM) policies and regulations and evaluates how the proposed action aligns or complies with them. VHB assumes that the Department will lead the consultation with NHDES on CZM consistency review.

US Coast Guard Bridge Permit

Once Preliminary Plans are approved by NHDOT, VHB will compile a USCG permit application and Navigational Impact Report following the requirements of the USCG Bridge Permit Application Guide, dated July 19, 2016. The permit filing will include the following materials:

1. Applicant information;
2. Consultant/Agent information, including an authorization letter if needed;
3. Information specific to the proposed bridge, including:
   a. Name of Waterway
   b. Waterway mile
   c. Location
   d. Bridge type
   e. Existing drawbridge regulation
   f. Plan sheets
   g. Estimated cost
   h. Funding
   i. Timeline
   j. Other Federal Actions
4. Evidence of the Legal Authority for the Proposed Action, (e.g., authorization statement and right to build);
5. Dimensions of the navigation opening:
   a. Vertical clearance
   b. Horizontal clearance
   c. Length of bridge project
   d. Width of project

e. Depth of the waterway
f. Width of waterway
g. Effect on flood heights and drift

6. Dimensions of temporary bridge (i.e., temporary causeway(s) and trestle(s));
7. Data on the existing GSB and Little Bay Bridges (LBB), including dimensions of existing bridges, vertical clearances, horizontal clearances, length of bridges, and width of project and owner;
8. Details on the removal of existing GSB, including construction methodology, maintenance of traffic during construction, removal conditions, and demolition methodology; and
9. Information on other agencies with jurisdiction, including status of NEPA and state and federal permits.

VHB will provide a draft application package for review by NHDOT prior to submittal. Any permit fees are assumed to be paid by NHDOT.

Clean Water Act, Section 401, Water Quality Certificate Application

A Water Quality Certificate is assumed to be needed given the need for a federal permit involving the US Coast Guard, as discussed above. VHB will prepare an application package in coordination with the NHDOT Water Quality Manager for submittal to the NHDES 410 WQC Program Manager. VHB will assist in providing additional technical details in response to any requests for information following agency review of the application package. One agency coordination meeting is anticipated with NHDES and Department personnel to discuss the technical details during this review process.

EPA MS4

No additional stormwater treatment measures are anticipated to be required to meet the MS4 stormwater treatment requirements since the proposed project will reduce the amount of existing impervious area and not add any new impervious area. However, since the proposed project may disturb over an acre of area for construction purposes, as discussed below, regulatory agency personnel may inquire about the status of the overall project and whether it complies with the MS4 requirements. Thus, VHB has included a limited amount of time to prepare a brief technical memorandum to describe how the stormwater treatment measures included in the overall Newington-Dover project meet the MS4 requirements based on previous pollutant loading analyses completed for each of the roadway construction contracts.

EPA Construction General Permit Assistance

VHB anticipates that the proposed construction may involve land disturbances that extend over an acre or more due to staging or other activity and, thus, would trigger the need for permit coverage under the US Environmental Protection Act (EPA) Construction General Permit. VHB will assist the Department in preparing the Notice of Intent and developing a Stormwater Pollution Prevention Plan (SWPPP) to describe pollution prevention measures that will be used during construction. The effort involved with any inspections and sampling during construction is assumed to be under the contractor responsibility and not included in this scope. The SWPPP preparation process will include the development and submittal of both a DRAFT SWPPP for Department review and final version incorporating the Department's comments.

Permit Follow-On Services

Following permit application submissions to regulatory agencies, follow-up and coordination effort is sometimes required to respond to specific comments and concerns raised. Work under this task might include:

1. Preparation of documents to respond to agency comments;
2. Responding to NHDES Request(s) for More Information;
3. Minor plan revisions/additions; or
4. Attendance at site inspections by the state or federal agencies.

Because the specific agency data requests are unknown at this time, for budgetary purposes, we assume up to 80 hours for this effort. If required due to unanticipated or extensive agency requests, reallocation or an adjustment to the original Scope of Services and fee may be necessary if the follow-up services are in excess of the initial allocation.

FSEIS and SROD Follow-Up Services

VHB will address comments on the Final Supplemental Environmental Impact Study (FSEIS) and Supplemental Record of Decision (SROD).
Because the specific comments are unknown at this time, for budgetary purposes, we assume up to 250 hours for this effort. If required due to unanticipated or extensive comments, reallocation or an adjustment to the original Scope of Services and fee may be necessary if the follow-up services are in excess of the initial allocation.

Section 106 Mitigation Plan Development

VHB will assist the Department in developing and implementing mitigation measures to address the requirements of a Section 106 Memorandum of Agreement. These measures could include items such as:

1. All appropriate archeological investigations in areas to be impacted by the Hilton Park Pavilion relocation;
2. Recordation of the GSB prior to demolition or relocation, in accordance with the Historic American Engineering Record (HAER) standards;
3. Integration of NHDOT Historic Bridge Inventory and Bridge Management Plan into the EMMIT database;
4. Development of an outreach and education program related to the NHDOT Historic Bridge Inventory and Bridge Management Plan (in progress);
5. Development of an interpretive program about the history of the Gen. Sullivan Bridge, Dover Point, and Bloody Point, including up to five (5) interpretive panels;
6. Development of a portable display to convey the significance of the GSB;
7. Development of a lesson plan for primary school students, in partnership with Historic New England;
8. Development of a display that "overlays" an image of the bridge over the view from a specific vantage point;
9. Development of a building assessment, a land master plan, and a rehabilitation plan for the Newington Depot building on Bloody Point; and
10. Development of a study, in consultation with the City of Dover, of the feasibility of constructing a link between the existing Community Trail on the former rail bed of the Newington-Dover Branch line and the new bridge to be constructed on the site of the GSB.

Under this task, VHB will assist NHDOT to define and implement the mitigation measures and will assist NHDOT in coordination and review efforts with NHDHR and Consulting Parties. The final budget amount will depend on the scope of the mitigation measures, which would be defined following execution of the MOA. If the efforts required exceed this initial allocation, VHB will provide a written work scope and refined cost estimate for review and approval by the Department.

Contaminated Soil Management

An updated database search will be undertaken to identify areas with records of hazardous materials or contamination within 1,000 feet of the project limits and landfills within 4,000 feet of the project limits. This work will also require a review of historic aerial photographs to evaluate past and current land use, and field surveys of the project area to look for observable physical evidence of contamination or potential contamination sources. This information will be described in a summary report that includes a list of parcels with potential contamination concerns.

VHB will determine the quantity of Limited Reuse Soils (LRS) to be generated during construction, by phase if applicable, and determine the ability, due to quantities and any applicable construction phasing, to reuse the LRS within NHDOT ROW (while restricting any such reuse in Hilton Park). VHB will determine and provide figures for potential temporary stockpile locations for excavated LRS and incorporate this information into project plans as needed. VHB, in consultation with DOT, will provide a Generic Soil Management Plan (SMP) and a Special Attention Project Operation Plan (SA-POP) for inclusion in the construction contract documents.

Review of, NEPA Record of Decision, Permit Conditions and Prosecution of Work

Under this task, VHB will review the National Environmental Policy Act (NEPA) Record of Decision (ROD) and subsequent regulatory permits and incorporate relevant requirements in the project plans and bid documents to ensure that permit conditions are appropriately incorporated into project construction plans and contract documents.

VHB will assist DOT in the development of the Prosecution of Work.

Aesthetics and Landscaping

Landscape Plan

The VHB Team will prepare Landscape Plans, in coordination with the Bureau of Turnpikes, that detail landscape plans for disturbed portions of the project area and the historic mitigation site with emphasis on Hilton Park and the Newington Depot property. Elements that will be considered include:

1. Mitigation for mature vegetation to be disturbed during construction in Hilton Park;
2. Development of a native/natural planting scheme to reduce future maintenance costs;
3. Development of a landscape plan for the Newington Depot property; and
4. Development of a landscaping planting plan, if required, to address impacts within the 50-foot protected shoreland buffer in Newington.

Plan Development

Preliminary Landscape Plan

Based on the advancement of design documents for the project, the VHB Team will reflect specific opportunities for integration of drainage and aesthetic issues. The VHB Team will prepare preliminary design (30%) documents reflecting design and budgetary decisions of the Department.

Preliminary Estimate of Landscape Construction Cost

The VHB Team will develop and refine estimates of potential landscape construction cost for the project.

Preliminary Plans, Specifications & Estimates (PPS&E) Phase

Based on phasing plans for the project and the approved landscape plan, the VHB Team will prepare construction documents for the project. Construction documents, specifications, and quantity matrices for landscape construction will be prepared under this task.

Plans Specifications & Estimates (PS&E) Phase

Based on review and comments received from the Department on the PPS&E submittal, the VHB Team will revise and refine plans, specifications and estimate for the project.

Contract Plans Phase

Based on review and comments received from the Department on the PS&E submittal, the VHB Team will revise and refine plans, specifications and estimate for the project. Final Contract paper plans will be issued for bid at the conclusion of this phase.

Utility Coordination

Utility Coordination

VHB understands that utility conflicts with the GSB are not anticipated as part of the construction of the new GSB superstructure, however, utility accommodations will be required for navigation lighting, potential bridge lighting, and potential for a waterline crossing carried by the GSB for the City of Dover as an emergency waterline.

NHDOT will identify existing utility facilities and required accommodations will be initiated as an early priority in the design process.

Upon Notice to Proceed, VHB will coordinate with NHDOT to have NHDOT contact utility owners. This coordination will include Hilton Park efforts.

VHB will coordinate with NHDOT in advance of all meetings and will prepare record documentation of meetings following NHDOT Standard format.

Record information received from utility owners shall be added to the project base plan as appropriate. A field check of record information will be performed where possible. Should concerns about record information result from field check, VHB shall coordinate with NHDOT to check with utility owners to resolve any differences between the field check and the provided information.

A review of the updated utility base information will be performed with the SEIS design to identify potential utility conflict locations and prepare recommendations.

Utility Relocation

It is anticipated that temporary utility relocations will not be necessary to facilitate the construction schedule.

VHB anticipates that utility relocation will be required for service to the new pavilion – to be designed as part of this project. VHB assumes all coordination will be completed by NHDOT.

Public Meetings and Outreach

Public Meetings and Outreach is a commitment for the project to continue the involvement of the public to provide design updates and receive feedback as the final design develops. A total of eight (8) meetings are intended to be held during the design and construction phase of the project. There are intended to be four (4) Public Informational Meetings (two special meetings and two construction update meetings, one per year), four (4) accompanying Front Office meetings to review project status and updates prior to the Public Informational Meetings. The subject of these meetings will be specifically determined as the project develops with the appropriate plan preparation and support efforts provided. The attendance at these meetings will also be determined on an as needed basis.

For estimation purposes it is understood that the following public meeting activities will be required:

- Meeting preparation and Department coordination
- Meeting notes
- Presentation preparation (intended to primarily consist of simple PowerPoint presentation of available materials)
  Meeting attendance of 2 VHB Team members

Resource Agency Meetings

It is anticipated that the project will require meetings at NHDOT's monthly Natural Resource Agency Coordination Meeting, as well as further coordination with NHDHR and the Consulting Parties to advance the Section 106 mitigation program. Under this task, VHB will participate in up to eight (8) agency coordination meetings to discuss the project plan, present and discuss the permitting and mitigation requirements, and review designs and impacts. Meetings are normally assumed to occur in Concord, but up to two such "field" meetings would be held in Newington-Dover. The VHB project manager and up to two (2) natural or cultural resource specialists are assumed to attend each meeting. VHB will prepare notes following the meetings.

Website

The project website domain will be transferred from Fitzgerald & Halliday, Inc. (FHI) to VHB in the beginning stages of the project. The website will be maintained for the duration of the construction contract (2023 assumed). Applicable deliverable and related project material developed as part of the SEIS and FEIS process will be retained within the updated site, as appropriate. The website will also include mitigation items and their status.

Key components of the website for the GSB design project will be:

- Quarterly updates of design schedule and progress (6 assumed)
- Quarterly updates of the newsletters (4 assumed)
- Near real-time updates of potential traffic and roadway issues that may impact travel patterns associated with the 11238S project only
- Opportunities to submit comments and be included on an email list for project updates and commuter/traveler alerts

During the first months of the project the overall website will be modified to reflect the final design process. New content will be developed to provide an overview of the final design process and material from the SEIS process will be archived while clearly presenting that the GSB project is now in final design.

Quarterly updates as needed to the project website will be made throughout the length of the project to reflect progress.

The VHB team will provide quarterly reports to NHDOT on website visitor statistics and comments/responses received via the website and by direct email.

At the culmination of the construction project, the website will be closed-out and a DVD (or other digital media, as requested) will be provided to NHDOT as a final record.

Geotechnical

The Geotechnical services that the VHB Team will be providing are limited to supporting the Department's needs in their execution of the Geotechnical Program. These services generally include the layout of recommended geotechnical boring and test pit locations within the limits of the project.

Assumptions

The following discipline assumptions were developed in preparing the fee estimate for the project. The fee estimate is based upon the NHDOT Scope of Services and the VHB Team Scope of Services.

Project Management and Administration

1. The project management tasks will occur for a period of four (4) years. All of the hours for the various tasks are allowances as the exact needs for the project are unknown.

2. Supplemental ground survey modeling and field verification is required for roadway, bridge, drainage, utility, past and upcoming projects, buildings and parking areas and is anticipated to be completed by NHDOT Survey crews. VHB has provided an allocation of hours to perform this effort if requested by NHDOT Project Manager.

3. A color newsletter, similar to the previous Newington-Dover contract, for public distribution once annually (4 total) will be prepared under the Project Administration task for Project Management 1d.

4. The development of the color plans for the Department's internal use for their project development meetings at the Preliminary Plan stage, Issues and Front Office meetings. It is assumed that these plans will be developed close to a Public Hearing plan quality. The Preliminary Plans and Preliminary PS&E meeting plans shall be developed based on the current plans at that time with the Final PS&E plans to be utilized at the Front Office meeting.

5. Update Annual Financial Plan (for DOT submission to FHWA).

Bridge Design

General Bridge Assumptions

The following are general assumptions about the bridge alternatives that will be advanced to final design.

1. The GSB will be designed following the 2017 American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications, 8th Edition. The bridge rehabilitation (superstructure replacement) will be load rated following AASHTO LRFR.

2. The Department's scope of work calls for the GSB to accommodate utility designed by Others that will be carried on the structure. It is assumed that this will not require any special or unique design and that the utility carrying members will be those normally detailed for highway bridges.

3. A hydrodynamic model (or updates to the original hydrodynamic model created under the previous Newington-Dover design contract) will not be required. If updates are required during construction, the Contractor will be responsible to complete the updates (VHB can provide the model to the Contractor to support their permitting, if needed).

4. Targeted or in-depth inspections of the GSB will not be required. Existing inspection data will be used to determine a potential bridge demo plan.

5. All new components of the bridge will be designed for the appropriate LRFD seismic requirements, as applicable.

6. Causeways and/or access platforms will be required to access the bridge during demolition of the existing GSB and construction of the proposed bridge. Access causeways and/or platforms will be designed by the Contractor. Approximate limits of access were shown in the SEIS and supporting graphics.

7. Fee assumption and bridge layout based on maintaining SEIS configuration, unless noted otherwise.

8. Information available from NHDOT and provided to the consultant includes existing as-built plans, borings, and inspection reports (other

than those generated originally by VHB for the inspection and rating of the GSB), including underwater inspections.

9. One (1) kickoff meeting will be conducted at NHDOT.

10. One (1) field reconnaissance meeting will be conducted.

11. Four (4) other design-related meetings at NHDOT area assumed (Preliminary Plan comments, Preliminary PS&E comments, PS&E comments, and one Over-The-Shoulder (OTS) meeting).

12. A Type, Size and Location (TS&L) Study is not required for this project. All configuration and conceptual design information, including cost estimates and Life Cycle Cost Analysis (LCCAs), provided during the SEIS contract will serve as the TS&L phase for the GSB.

13. For the Preliminary Plans (30%) the work effort will include completing the bridge geometry, refining the superstructure design and substructure modifications, preparing preliminary quantity calculations, updating the order-of-magnitude construction cost quantities and estimate, and conducting one (1) review meeting with NHDOT. The anticipated sheets for the Preliminary Plan submission are: General Plan & Elevation, Typical Section, Site Plan & Profile, Survey Layout & Roadway Profile, and Boring Layout & Logs. There will be no developed views needed. At this phase VHB will also obtain the allowable pile and/or foundation Loads from the NHDOT Geotechnical Engineer for the Newington abutment if required.

14. Precast concrete deck panels (stay-in-place forms) will be considered per the NHDOT Bridge Design Manual. No engineering or detailing effort is assumed as the information is provided on standard sheets. A special design of the precast concrete deck panels will be not be required, assuming the widths provided in the standard sheets is sufficient (center-to-center of girders is less than 10-feet).

15. Slab layout sheets are required to detail geometry and special reinforcement requirements.

16. Information needed from the geotechnical engineer to design the Newington abutment will be available in a timely manner for the structural design to proceed per the schedule.

17. Roadway quantities will be included in the bridge submission.

18. Bridge Submittal Tasks:
    - PRELIMINARY PLANS – BRIDGE (30%)
        - Preliminary Bridge Geometry
        - Preliminary Superstructure Design
        - Preliminary Substructure Design (Newington Abutment)
        - Preliminary Pier Modifications
        - Preliminary Dover Abutment Modifications
        - Preliminary Bridge Demolition and Erection
        - Coordinate with Roadway Designers
        - Complete Preliminary Quantity Calculations & Cost Estimate
        - Conduct one (1) Review Meeting with NHDOT
    - PRELIMINARY PS&E - BRIDGE (80%)
        - Finalize the Bridge Geometry
        - Finalize the Superstructure Design
        - Complete Substructure Design
        - Complete Bridge Demolition and Erection
        - Coordinate with Roadway Designers
        - Complete Preliminary PS&E Quantity Calculations & Cost Estimate
        - Complete Preliminary Load & Resistance Factor Rating (LRFR) and NHDOT Form 4
        - Conduct one (1) Review Meeting with NHDOT
    - FINAL PS&E - BRIDGE & CONTRACT DRAWINGS (100%)
        - Prepare Final PS&E Plans from the Preliminary PS&E Sheets
        - Conduct one (1) Review Meeting with NHDOT
        - Finalize Quantity Calculations & Cost Estimate
        - Incorporate (once) 100% Review Comment Revisions
        - Print Final Contract Plans
        - Finalize Load Factor Rating and NHDOT Form 4
    - CONSTRUCTION SUPPORT SERVICES
        - Shop drawing review will be a review of contractor-submittals, through the Department, of Shop Drawings, RFI's, and other items determined by the Department. The hours indicated in the fee proposal are estimates only. The actual hours required will be per the number of submissions, requests for information, etc. Shop drawing review will be limited to layout and general conformity to the plans.

19. The alternative advanced to final design will be a bridge rehabilitation (superstructure replacement), approximately at the existing length of 1528 feet.

20. Bridge superstructure will be weathering steel plate girders with a composite cast-in-place concrete deck. Pier support legs will be metalized and painted. This approach to be confirmed by NHDOT early in the process.

21. Newington abutment is assumed to be stub abutments on piles. No Mechanically Stabilized East (MSE) walls will be used. A review of the existing abutment and foundation will be completed to see if modification of the existing is feasible and cost prudent during the Preliminary Plans development.

22. The existing Dover bridge approach ramp and MSE wall will be retained and reused as the connection to the GSB to the north (only minor modifications to the common substructure unit (i.e. former GSB Abutment A) will be required.

23. An approach slab will not be required for the Newington Abutment (Abutment B).

24. No design effort for temporary relocation of pedestrian access will be performed. Pedestrian access will be maintained on the NB Little Bay Bridge, as configured as of the date of this scope of services.

25. VHB will qualitatively evaluate the seismic response of the structure utilizing the 2D modeling. It is anticipated that no seismic retrofit will be required since this structure will be classified as "non-critical".

Bridge Sheet List

(One sheet required unless noted otherwise)

General Plan & Elevation – Key Plan
General Plan & Elevation – Each Span (9)
Project Notes & Summary of Quantities (2)
Site Plan & Profile (3)
Survey Layout, Roadway Profiles, and Approach Sections (2)
Abutment B Modifications & Reinforcing
Abutment A Modifications – Masonry & Reinforcing
Abutment B Masonry & Reinforcing
Abutment B Wingwall Masonry & Reinforcing
Abutment A & B Details (2)
Pier Plan, Elevation & Notes (2) - *Assume Common Details w/Dim. Tables*
Pier Modification Details (2)
Typical Deck Section & Details (2)
Deck Pouring Sequence
Framing Plan & Details (6)
Girder Elevations (3)
Deck Masonry Plan/Layout (9)
Superstructure Details (4)
Expansion Joint Details (2)
Bearing Details (4)
Closed Drainage System Details (3)
Misc. Details (4)
Railing Layout Sheets and Details (9)
Reinforcing Schedules (x)
Existing Plans (scanned, for reference)

Roadway Design

1. A detailed design for any site access roads for the contractor to use during construction will not be required.
2. Highway Design Construction Services will not be required.
3. The Department will perform all the new survey unless directed by NHDOT PM for VHB to complete.
4. It is assumed that scuppers will be required on the GSB.
5. Preliminary submission to confirm vertical and horizontal layout of bridge approaches.
6. PPS&E and Final PS&E multi-use path approaches to be submitted with Bridge submissions.
7. Preliminary submission to confirm removal of NB temporary multi-use path.
8. PPS&E and Final PS&E of reconstruction of NB roadway to be submitted with Bridge submissions.

Right – of – Way

1. VHB has assumed that all impacted parcels within the limits of the project belong to the State of New Hampshire.
2. ROW abstracting and ROW Purchase Plans are not required for this project.

Environmental

1. VHB assumes that a soil management plan (SMP) will be required for this project. VHB will provide information for the Generic SMP and the Special Attention Project Operation Plan (SA-POP) for inclusion in the contract documentation. A Soil Management Plan and Project Operation Plan specific to the Contractor's means and methods will be the responsibility of the Contractor.

2. VHB assumes that the rehabilitated bridge will not increase in height relative to the existing GSB. Therefore, VHB assumes no Federal Aviation Administration (FAA) obstruction review or permit will be required.

3. Archaeological and historical surveys were completed during the NEPA phase; any change to the limits of work could be subject to additional surveys which would require an amendment to the approved scope and fee.

4. If required, submittal of a NPDES Notice of Intent (NOI) and SWPPP will be the responsibility of NHDOT and the Contractor.

5. VHB assume that the US Army Corps of Engineers will authorize this project under the NH Statewide Programmatic General Permit or will amend the previously issued permit for the Newington-Dover project; no new individual permit application is included.

Aesthetics and Landscaping

1. Development of the landscape master plan will be done in coordination with the Bureau of Turnpikes and environmental mitigation commitments.

2. Area to be planted includes areas inside Hilton Park impacted by the project, and the Newington Railroad Depot and Toll House at Bloody Point.

3. The NHDOT will assume the full responsibility for the administration of construction inspection.

4. The VHB Team will provide minimal coordination during landscape construction.

Utility Coordination

1. The Department will provide the VHB Team with contact information for utility owners within the corridor.

2. If requested by individual utility owners, the Department will coordinate with the utility companies and then transmit information to the VHB.

Public Meetings and Outreach

1. The estimated number of public informational meetings is four (4).

2. The estimated number of Front Office meetings prior to the public informational meetings is four (4).

Geotechnical

1. The VHB Team will provide a plan indicating the approximate locations of the recommend boring and test pit locations for the Newington abutment.

2. The VHB Team will provide a table of the stations, offsets and northing and easting coordinates for the borings and test pits when requested by the Department.

3. Should the stations and offsets of the borings and test pits need to be revised during the course project development, the Bureau of Materials and Research will modify or add the new information to their reports.

30 Church Street, Suite 320
Belmont, MA 02478

www.smkservicesinc.com
general@smkservicesinc.com

SMK SERVICES INC
a DBE and WBE Firm

April 5, 2021

Gregory Goodrich, PE
Senior Project Manager/Associate
Vanasse Hangen Brustlin, Inc.
2 Bedford Farms Drive
Suite #200
Bedford, NH 03110

RE: NHDOT General Sullivan Bridge, Newington and Dover, NH

Subject: Design Phase Services Support Cost Proposal for the Reconstruction/Rehabilitation of the General Sullivan Bridge, Rev 04

Dear Mr. Goodrich:

SMK Services Inc. (SMK) is pleased to offer the following revised proposal for design phase and construction phase support services to Vanasse Hangen Brustlin, Inc.'s (VHB) for the NHDOT General Sullivan Bridge located in Newington and Dover, New Hampshire. The major changes to this proposal from our last revision are as follows:

- Amended salary rate for S. Kalaijian.
- Removal (in full) of Contract Time Determination (CTD) Schedule and Cost Estimating (CE) scope.
- Addition of hours for the means and methods workshop with VHB's cost estimators.
- Addition of a "fatal flaws" review and report.
- Addition of hours to review VHB's CE as part of the Constructability Review process.

SMK's revised scope of services shall include:

- ✓ General design feasibility coordination with VHB during the design process.
- ✓ Preparation for, and attendance to, a project means and methods brainstorming workshop with VHB's cost estimators.
- ✓ Full development and presentation of a comprehensive Constructability Review (CR) of the design documents, which includes:
    - Review of preliminary design documents (at approximately 30% design) and preparation of "fatal flaws" report.
    - Development of CR (at 80% design) and electronic submission to VHB.
    - Attendance of one pre-presentation coordination meeting with VHB.

- Attendance of one presentation meeting to present the CR with VHB and NHDOT.
- Post presentation cleanup and submission of CR.

✓ Post advertisement services (Construction Phase Services), which includes:

- Review of two revisions of the Contractor's demolition submittal.
- Review of two revisions of the Contractor's superstructure erection procedure submittal.
- Review of two revisions of the Contractor's waterway efforts/staging submittal.
- Post award constructability questions.

CLARIFICATIONS

- Pre-Advertisement Services:
  - CE sub-consultant support services have now been removed and are excluded. VHB will now performed all cost estimating with the help of Patrick Engineering.
  - All deliverables will be submitted in electronic format.
  - Creation of a CTD schedule has now been removed and is excluded from this proposal. Should VHB require SMK to conduct one review of a CTD schedule as part of the constructability review process, the additional cost would be $4,027.76.
- Post Advertisement Services:
  - As requested, an allowance of 154 hours has been included for Post Review Services. Should this work exceed this allowance, any additional work and associated hours will be submitted for approval and subsequent invoicing.

COMPENSATION

The detailed compensation matrices can be found attached. However, a summary of the estimated compensation values per the above scope is as follows:

Pre-Advertisement Services:	
Design Feasibility Coordination	$11,961.84
Means & Methods CE Coordination	$5,748.16
Perform Constructability Reviews	$31,063.34
Post Review Clean-up	$7,858.18
Other Direct Costs (ODC)	$385.80
Pre-advertisement Subtotal	*$57,017.32*
Post Advertisement Services:	
Review of Contractor's Submittals	$13,495.02
Allowance for Post Award Questions	$10,848.64
Other Direct Costs (ODC)	$0.00
Post Advertisement Subtotal	*$24,343.66*
TOTAL	**$81,360.98**

Thank you for this opportunity. If you have any other questions, do not hesitate to contact me at (617) 293-3065.

Sincerely,

Seta Marie Kalajian, President
SMK Services Inc.

Enclosed:

- Pre-award Pricing Breakdown
- Post-award Pricing Breakdown
- Salary Waiver Request Letter

PATRICK ENGINEERING

March 16, 2021

Mr. Gregory Goodrich, P.E.
Senior Project Manager/Associate
Vanasse Hangen Brustlin, Inc.
2 Bedford Farms Drive, Suite 200
Bedford, NH 03110

Reference: Proposal for Cost Estimating Services for NHDOT's General Sullivan Pedestrian Bridge over the Piscataqua River Project (80% Design)

Dear Gregory:

Patrick Engineering is pleased to provide you with this cost proposal to provide a Construction Cost Estimate for NHDOT's General Sullivan Pedestrian Bridge over the Piscataqua River Project, which connects Newington and Dover in New Hampshire. Services will be performed in accordance with the attached scope of work.

The value of this proposal is $32,408.36. The proposal has been developed on a cost-plus basis, which includes wage rates + audited OH rate + 10% fee. All rates are good through December 31, 2021. No ODCs are included as all meetings are to be conducted virtually and deliverables will be submitted electronically.

We're looking forward to working together on this exciting project.

If you should have any comments or questions, please contact me at 617-715-6907 or at lsujan@patrickco.com.

Sincerely,
PATRICK ENGINEERING INC.

Laura Sujan

Laura Sujan, PMP
Director of Operations
Management Services Division

cc: Marc Chabot, PEI

Enclosed:
Scope of Work
PEI Pricing Matrix
Salary Waiver Request Letter

PATRICK ENGINEERING

SCOPE OF WORK
CONSTRUCTION COST ESTIMATE FOR NHDOT'S GENERAL SULLIVAN PEDESTRIAN BRIDGE PROJECT

The scope of work included in this proposal is described as follows:

1. Development of a Construction Cost Estimate based on the 80% design package. This will include performing the following:
   a) A review of plans and specifications
   b) Bottom-up estimating will be performed only on the following bid items:
      - Access platform for bridge construction
      - Superstructure removal
      - Structural steel
      - Repointing of stone masonry piers
   c) Input will be provided for the remaining bid items. This includes a cursory, high-level review and participation in discussion with the design team of the following remaining bid items:
      - Substructure removal
      - Abutments
      - Concrete
      - Reinforcing steel
      - Bearing assemblies
      - Prefabricated modular bridge joint system
      - Pedestrian bridge rail
      - Temporary multi-use path
      - Permanent path approach
   d) Cost estimate, organized by CSI code, that delineates general conditions, allowances, OH&P, escalation, and contingency
   e) Cost estimate will be developed in HCSS HeavyBid software and incorporated into NHDOT cost template, as applicable
   f) Basis of Estimate document

2. Assumptions & Exclusions
   a) Work will complete before December 31, 2021 (no escalation of rates is included)
   b) No physical site visit will be performed, only virtual review of site will be performed
   c) All deliverables will be submitted in electronic format
   d) All meetings will be virtual, no face-to-face meetings are required
   e) Non-construction costs are excluded (design, administration, construction phase services, real estate, etc.)
   f) Development of an estimated construction schedule is excluded

3. Deliverables will include:
   a) Draft Construction Cost Estimate (Rev 00)
   b) Pre-Final Construction Cost Estimate (Rev 01)
   c) Final Construction Cost Estimate, if applicable, after Constructability Review (Rev 02)

PATRICK ENGINEERING

4. The following documents will be provided to Patrick:
    a) Contract Drawings – 80% Design
    b) Contract Specifications – 80% Design
    c) Estimated Construction Schedule – 80% Design
    d) Cost Estimate Template (If applicable, in accordance with NHDOT procedures)

Scope of Work

Newington-Dover General Sullivan Bridge

NHDOT 11238S, FHWA NHS-027-1(037)

Supplemental Environmental Impact Statement and Section 4(f) Evaluation

Prepared for: **New Hampshire Department of Transportation**

Prepared by: **VHB**
Bedford, New Hampshire

January 30, 2018

2007 FEIS to document the determinations of impacts to the resources which are unchanged.

VHB anticipates that up to three rounds of revisions will be needed to address NHDOT and FHWA comments on the administrative draft. After final comments are addressed by VHB, the Draft SEIS will be submitted to the Department and FHWA for distribution. Fifty (50) hard copies, one (1) electronic PDF copy, and fifty (50) CDs of the Draft SEIS will be provided by VHB.

5.2 - Final SEIS

Following review of the Draft SEIS and comments received at the Public Informational Meeting (Task 8), VHB will meet with the Department and FHWA to review comments and assist in the preparation of responses. VHB will compile and classify all comments and consult with the Department on determination of which comments are substantive. Comment will be delineated in PDF format for compilation in a technical appendix to the Final SEIS. It is assumed that VHB will prepare draft responses to comments which are technical in nature (e.g., directly related to the engineering or environmental impact analyses), and that the Department would address comments related to project status, budget, and policy matters. For budgeting purposes, we assume that VHB will be responsible for up to 30 responses; and that one round of revisions to the draft responses will be necessary. VHB will also incorporate NHDOT and FHWA response to comments so that all responses are compiled in a single document.

Once responses to comments are completed, VHB will revise and resubmit the SEIS for review by NHDOT and FHWA. It is anticipated two (2) rounds of review will be necessary prior to publication of the Final SEIS. Twenty-five (25) printed copies of the Final SEIS will be provided to the Department as well as PDF copy and fifty (50) CDs of the document.

5.3 - Supplemental Record of Decision (SROD)

Following approval of the Final SEIS, VHB will prepare a draft Supplemental Record of Decision (SROD) in consultation with NHDOT and FHWA for the resulting proposed action. The draft SROD will explain the reasons for the project decision, summarize any mitigation measures that will be incorporated in the project and document any required Section 4(f) approval. The draft SROD will also address monitoring and/or enforcement, as well as summarize comments on the SEIS. While cross referencing and incorporating by reference the SEIS and other documents as appropriate, the SROD will explain the basis for the project decision as completely as possible, based on the information contained in the SEIS. It is assumed that NHDOT will transmit the draft SROD to the division office of FHWA, along with the Final SEIS.

Task 6. Agency and Regulatory Coordination

Attachment I

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

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

Vanasse Hangen Brustlin, Inc.
(Company)

By: MRB

Sr. Vice President
(Title)

Date: 5/6/2021

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

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

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

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

Attachment 2

CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS

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

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

5/6/2021
(Date)

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Senior Vice President and duly-authorized representative of the firm of Vanasse Hangen Brustlin, Inc., and that neither I nor the above firm I here represent has:

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

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

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

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

except as here expressly stated (if any):

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

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

5/6/2021
(Date)

(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

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

except as here expressly stated (if any):

May 12, 2021
(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: _____

Dated: 5/6/2021

CONSULTANT

By: _____

Senior Vice President

(TITLE)

Dated: 5/6/2021

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Jaiwelakas

Dated: May 12, 2021

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development

for DOT COMMISSIONER

Dated: May 12, 2021

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: 6/3/2021

By: _____

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

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

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

NEWINGTON-DOVER
11238S (PART C)
General Sullivan Bridge

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 27, 2021, at which a quorum of the Board was present and voting.

VOTED:

That Thomas W. Jackmin is Senior Vice President for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Thomas W. Jackmin is Senior Vice President for this Corporation.

ATTEST:

Date: 5/6/2021

Clerk

(Corporate Seal)

VANASSE HANGEN BRUSTLIN, INC.
1986
MASSACHUSETTS

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN BRUSTLIN, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 11, 1986. 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: 104275

Certificate Number: 0005363623

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May A.D. 2021.

William M. Gardner
Secretary of State

VANAS-1

OP ID: CL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06/2021

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

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

PRODUCER
Poole Professional B&B of MA 781-245-5400
107 Audubon Rd, #2, Ste.305
Wakefield, MA 01880
Christopher A. Poole

CONTACT NAME: Christopher A. Poole
PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5483
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Transportation Insurance Co.	20494
INSURER B: Continental Insurance Company	35289
INSURER C: Continental Casualty Company	20443
INSURER D: XL Specialty Insurance Company	37885
INSURER E:	
INSURER F:	

INSURED
Vanasse Hangen Brustlin, Inc.
VHB Eng Surveying Landscape
Arch & Geology PC; VHB Eng NC PC
Vanasse Hangen Brustlin LLC, VHB Metro DC LLC
Brinkerhoff Env Services Inc.
PO Box 9151
Watertown, MA 02471

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab X Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6018141932 NO DEDUCTIBLE INCL XCU COVERAGE	05/01/2021	05/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ValPapers	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,500,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X 1501873 MA SAFETY MOH	X	X	6018203376 COMP/COLL 1K	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	6018203362 FOLLOWS FORM	05/01/2021	05/01/2022	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	6017185236	05/01/2021	05/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Arch/Eng Prof Liab Incl PollutionLiab			OPR9962765 FULL PRIOR ACTS	07/19/2020	07/19/2021	Per Claim Aggregate	5,000,000 5,000,000

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

Project:NEWINGTON-DOVER 11238S (PART C) General Sullivan Bridge

PL Deductible: $50,000

See Attached

CERTIFICATE HOLDER NHDOT-1

New Hampshire Department
of Transportation
John O. Morton Building
1 Hazen Drive, P.O. Box 483
Concord, NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NOTEPAD:	HOLDER CODE NHDOT-1	VANAS-1	PAGE 2
	INSURED'S NAME Vanasse Hangen Brustlin, Inc.	OP ID: CL	DATE 05/06/2021

Project:NEWINGTON-DOVER 112388 (PART C) General Sullivan Bridge

The New Hampshire Department of Transportation is included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Waiver of subrogation applies to indicated policies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.

122

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Bridge Design
October 03, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Vanasse Hangen Brustlin, Inc., Vendor #174584, for a total amount not to exceed of $819,724.54, for the In-depth Structural Inspection and Bridge Load Rating of the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington, effective upon Governor and Council approval, through August 31, 2016. 100% Turnpike Funds.

Funding is availability as follows:

04-96-96-961017-7514	FY 2014
Spaulding Turnpike Expansion	
046-500463 Eng Consultants Non-Benefits	$819,724.54

EXPLANATION

The Department requires professional engineering services for the In-depth Structural Inspection and Bridge Load Rating of the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington. This 1930's 9-span structure (6 steel deck truss approach spans and a 3-span steel through-truss deck arch) has a total length of 1,585 feet. It has been on the Red List since 1990 and is currently limited to only pedestrian and bicycle traffic, with Span 7 having a load limit capacity of only 12 persons. The in-depth structural inspection is necessary to fully understand and estimate the cost to rehabilitate the bridge. A portion of the fee for this Consultant Agreement is allocated for the engineering design of any critical repairs, based on the results of this inspection (2013), and for additional structural inspection efforts in the future (2015), should these actions be needed. However, these funds would only be utilized at the direction of the Department. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Newington - Dover 11238S).

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for In-depth Structural Inspection and Bridge Load Rating for the Newington – Dover

11238S General Sullivan Bridge project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on December 3, 2012, 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 January 28, 2013 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on March 22, 2013 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on May 9, 2013 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 nine (9) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm	***Office Location***
AECOM	Manchester, NH
CDR/Maguire	Portsmouth, NH
Louis Berger Group, Inc.	**Manchester, NH**
Parsons Brinkerhoff, Inc.	Manchester, NH
Stantec Consulting Services, Inc.	Auburn, NH
TranSystems, Inc.	**Boston, MA**
T Y Lin International	Concord, NH
URS Corporation	Salem, NH
Vanasse Hangen Brustlin, Inc.	**Bedford, NH**

The firm of Vanasse Hangen Brustlin, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

Vanasse Hangen Brustlin, Inc. has agreed to furnish the required services for a total amount not to exceed of $819,724.54. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

This project funding is 100% Turnpike funds.

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

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

Sincerely,

Christopher D. Clement, Sr.
Commissioner

VS

ARCHITECT – ENGINEER QUALIFICATIONS

PART II – GENERAL QUALIFICATIONS

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

1. FIRM (OR BRANCH OFFICE) NAME: Vanasse Hangen Brustlin, Inc (VHB)/Bedford, NH	3. YEAR ESTABLISHED: 1967
	4. DUNS NUMBER: 61-521-0440
2a. STREET: 8 Bedford Farms Drive, Suite 607	5. OWNERSHIP
2b. CITY: Bedford; 2d. STATE: NH; 2e. ZIP CODE: 03110-6532	a. TYPE: Corporation 1-24-13
6a. POINT OF CONTACT NAME AND TITLE: Merlin F. Kennedy, PE, Senior Principal, Regional Manager- Northern New England	b. SMALL BUSINESS STATUS: N/A
6b. TELEPHONE NUMBER: (603) 391-3902	6c. E-MAIL ADDRESS: mkennedy@vhb.com
	7. NAME OF FIRM (If block 2a is a branch office): Vanasse Hangen Brustlin, Inc. (VHB)
8a. FORMER FIRM NAME(S) (If any): Vanasse-Hangen Design, Inc., 1979; Vanasse-Hangen Associates, Inc. 1979; Vanasse-Hangen Engineering, Inc. 1986; Vanasse-Hangen, Inc. 1985; Vanasse Hangen Brustlin, Inc. 1989	8b. YR. ESTABLISHED: 1979
	8c. DUNS NUMBER: 09-687-4384

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	Administrative	120	4
08	CADD Technician	42	4
12	Civil Engineer	155	10
13	Communications Engineer	3	1
15	Construction Inspector	4	1
9	Ecologist	4	1
4	Environmental Scientist	58	4
29	GIS Specialist	9	1
38	Land Surveyor	43	2
30	Landscape Architect	10	1
48	Project Manager	82	7
57	Structural Engineer	42	9
60	Transportation Engineer	141	13
	Other	143	0
	Total	865	58

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
B02	Bridges	8
C15	Construction Management	6
E01	Ecol. & Archaeological Investigations	5
E09	EIS, EIA, Env. Impact Statements	7
G01	Garages; Veh. Maint. Facil.; Parking	8
G04	GIS: Develop., Analysis, Data Collect.	5
H07	Highways; Streets; Airfield; Parking	8
I04	Intelligent Transportation Systems	5
L02	Land Surveying	8
L03	Landscape Architecture	8
R03	Railroad; Rapid Transit	8
R06	Rehab. (Buildings; Structures, etc.)	5
S09	Structural Design; Spec. Structures	5
S10	Survey; Mapping; Flood Pl. Studies	5
S11	Sustainable Design	8
T03	Traffic & Transportation Engineering	7
W02	Water Res.; Hydrology; Ground Water	4
P06	Planning (Site, Install., Project)	8
	Other	10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	7
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Merlin F. Kennedy

b. DATE: December 11, 2012

c. AND TITLE: Merlin F. Kennedy, PE, Senior Principal, Regional Manager- Northern New England

May 9, 2013

PROJECT: Newington-Dover 11238S Preliminary Design General Sullivan Bridge Rehabilitation

DESCRIPTION: Detailed bridge inspection, preliminary design, public involvement process, associated environmental & cultural services, and final design are needed for the rehabilitation of the existing bridge (General Sullivan Bridge) NH Br. No: 200/023 carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington. This is a 1930's 9-span structure (8 steel deck truss approach spans and 1 steel thru-truss main span). Scope of work may include: detailed inspection of bridge, including truss members and gusset plates; design for rehabilitation of historic bridge to maintain pedestrian/ recreational traffic; evaluation of need and design for repairs to substructure; provide "as inspected" bridge load rating, including gusset plates; provide final "as built" bridge load rating, including gusset plates. The rehabilitated structure is anticipated to accommodate bicycle and pedestrian traffic, and shall be sufficient to allow access for emergency response vehicles and "Snooper" access for bridge inspection and maintenance activities. Environmental efforts are needed to prepare and complete all appropriate environmental documentation, including cultural resource investigations and permitting requirements. The Consultant will also be required to assist the Department in the public involvement process.

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

SUMMARY

The Louis Berger Group, Inc.	3	3	3	3	3	3	3		21
TranSystems Corporation	2	2	2	2	2	2	2		14
Vanasse, Hangen Brustlin, Inc.	1	1	1	1	1	1	1		7

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	WEIGHT	The Louis Berger Group, Inc.	TranSystems Corporation	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	18	19
Clarity of the Proposal	20%	15	18	18
Capacity to Perform in a Timely Manner	20%	17	17	17
Quality & Experience of Project Manager/Team	20%	15	17	17
Previous Performance	10%	7	8	8
Overall Suitability for the Assignment*	10%	7	9	9
Total	100%	75	87	88

*Includes usage, quality, and experience of subconsultants proposed.

Ranking of Firms: 1. VHB
2. Transystems
3. LBG

Rating Considerations	Scoring of Firms			
	WEIGHT	The Louis Berger Group, Inc.	TranSystems Corporation	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	16	18	19
Clarity of the Proposal	20%	16	19	18
Capacity to Perform in a Timely Manner	20%	17	18	19
Quality & Experience of Project Manager/Team	20%	16	18	19
Previous Performance	10%	6	7	9
Overall Suitability for the Assignment*	10%	7	9	9
Total	100%	78	89	93

*Includes usage, quality, and experience of subconsultants proposed.

Ranking of Firms: 1. VHB
2. Trans Systems
3. LBG

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations*	Weight	The Lewis Burger Group, Inc.	Truthysiam Corporation	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	15	19
Clarity of the Proposal	20%	19	16	19
Capacity to Perform in a Timely Manner	20%	18	19	19
Quality & Experience of Project Manager/Team	20%	17	19	18
Previous Performance	10%	9	9	10
Overall Suitability for the Assignment*	10%	9	9	10
Total	100%	90	92	96

*Includes usage, quality, and experience of subconsultants proposed.

Ranking of Firms: 1. Vanasse, Hangen Brustlin, Inc
2. Truthysiam Corporation
3. The Lewis Burger Group, Inc.

Rating Considerations	Weight	The Lewis Burger Group, Inc.	Truthysiam Corporation	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	20	24	24
Clarity of the Proposal	20%	18	20	24
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	20	20	20
Previous Performance	10%	10	10	10
Overall Suitability for the Assignment*	10%	8	8	10
Total	100%	92	96	96

*Includes usage, quality, and experience of subconsultants proposed.

Ranking of Firms: 1. VHB
2. Truthysiam
3. LBG

Rating Considerations	Weight	The Lewis Burger Group, Inc.	Truthysiam Corporation	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	19	19
Clarity of the Proposal	20%	16	18	16
Capacity to Perform in a Timely Manner	20%	17	18	18
Quality & Experience of Project Manager/Team	20%	18	18	19
Previous Performance	10%	7	8	9
Overall Suitability for the Assignment*	10%	8	9	9
Total	100%	85	90	92

*Includes usage, quality, and experience of subconsultants proposed.

Ranking of Firms: 1. VHB
2. Truthysiam
3. LBG

Rating Considerations	Weight	The Lewis Burger Group, Inc.	Truthysiam Corporation	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	15	17	18
Clarity of the Proposal	20%	16	18	19
Capacity to Perform in a Timely Manner	20%	16	17	17
Quality & Experience of Project Manager/Team	20%	15	16	18
Previous Performance	10%	6	7	8
Overall Suitability for the Assignment*	10%	7	8	9
Total	100%	75	83	89

*Includes usage, quality, and experience of subconsultants proposed.

Ranking of Firms: 1. VHB
2. Truthysiam
3. LBG

Rating Considerations	Weight	The Lewis Burger Group, Inc.	Truthysiam Corporation	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	15	16	18
Clarity of the Proposal	20%	17	16	17
Capacity to Perform in a Timely Manner	20%	17	15	19
Quality & Experience of Project Manager/Team	20%	17	18	19
Previous Performance	10%	7	8	8
Overall Suitability for the Assignment*	10%	8	7	10
Total	100%	81	85	95

*Includes usage, quality, and experience of subconsultants proposed.

Ranking of Firms: 1. VHB
2. Truthysiam
3. LBG

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	CONSULTANT
By: Louise Bernier	By: Francis S O'Brien
	EVP (TITLE)
Dated: 9/23/13	Dated: 9/22/13

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE	THE STATE OF NEW HAMPSHIRE
By: Michelle Dionne	By: William Cass, P.E. Director of Project Development NHDOT
	DOT COMMISSIONER
Dated: 10/2/13	Dated: 10/2/13

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: 10/17/13 By: 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

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VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

Newington-Dover 11238S
General Sullivan Part A
11238S

I, Robert Brustlin, hereby certify that I am the duly elected President of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 31, 2013, at which a quorum of the Board was present and voting.

VOTED:

That Francis O'Callaghan is the duly elected Executive Vice President of Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute contracts, bonds, and proposals in the name and behalf of said company and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Francis O'Callaghan is the duly elected Executive Vice President of this Corporation

ATTEST:

Date: _____ _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN BRUSTLIN, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on December 11, 1986. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of July, A.D. 2013

William M. Gardner
Secretary of State

OP ID: PB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2013

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 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
Poole Professional Ltd.
107 Audubon Rd. #2, Ste. 308
Wakefield, MA 01880
Christopher A. Poole

Phone: 781-245-6400
Fax: 781-245-6483

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: VANAS-1

INSURED
Vanasse Hangen Brustlin, Inc.;
VHB Engineering, Surveying & Landscape Arch.,PC.,Vanasse Hangen Brustlin,LLC,MSCW,Inc. & VHB, VHB Eng. NC, PC
P. O. Box 9151
Watertown, MA 02471

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co of CT	25682
INSURER B: Phoenix Insurance Company	25623
INSURER C: Travelers Indemnity Co America	25666
INSURER D: Travelers Indemnity Co.	25658
INSURER E: Safety Insurance Company	39454
INSURER F: Charter Oak Fire Ins. Co.	25615

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Business Owners X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		620-2611L681-IND-13 INSURANCE IS PRIMARY INCL. BLANKET WAIVER	06/01/2013	06/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
E	AUTOMOBILE LIABILITY ANY AUTO			1501873	06/13/2013	06/13/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	$ 1,000,000 $
	X ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
C	X SCHEDULED AUTOS			BA-2044L84A-13-GRP	06/01/2013	06/01/2014	PROPERTY DAMAGE (Per accident)	$
D	X HIRED AUTOS			BA-2067L675-13-GRP	06/01/2013	06/01/2014		
B	X NON-OWNED AUTOS			BA-2043L065-13-GRP	06/01/2013	06/01/2014		$
								$
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			UPGD314787	06/01/2013	06/01/2014	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
								$
								$
F	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	N/A	XWMPOUB-6825Y49-6-13 MA,CT,RI,NH,NY,FL,VT,NC	06/01/2013	06/01/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Prof. Office Facis			620-2611L681-IND-13 INSURANCE IS PRIMARY	06/01/2013	06/01/2014	Valuable Records	2,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Newington-Dover 112388, General Sullivan Part A 112388. Interest of the State of New Hampshire DOT is included as additional insured under the above indicated policies only subject to all policy terms. Insurance is primary and non-contributary. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

NHDOT-1

New Hampshire Department
of Transportation
John O. Morton Building
1 Hazen Drive, P.O. Box 483
Concord, NH 03301-0483

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
Christopher A. Poole

CAPoole

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OP ID: PB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2013

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 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
Poole Professional Ltd.
107 Audubon Rd. #2, Ste. 306
Wakefield, MA 01880
Christopher A. Poole

Phone: 781-245-5400
Fax: 781-245-5483

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: VANAS-1

INSURED
Vanasse Hangen Brustlin, Inc.
BMI-SQ, A VHB Company,
VHB Engineering Surveying
& Landsc. Arch. PC, VHB LLC
MSCW,Inc.,&VHB,VHB Eng. NC,PC
P. O. Box 9151
Watertown, MA 02471

INSURER(S) AFFORDING COVERAGE | NAIC #
INSURER A: XL Specialty Insurance Co. | 37885
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Arch/Engr E&O			DPR9711037	07/19/2013	07/19/2014	Ea.Claim	2,000,000
	Incl. Pollution Li			FULL PRIOR ACTS			Aggregate	2,000,000

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

For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense. $75,000 deductible per claim. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium. *Newington-Dover 112388

CERTIFICATE HOLDER

NHDOT-1

NEW HAMPSHIRE DEPT. OF TRANS.
JOHN O. MORTON BUILDING
P.O. BOX 483
1 HAZEN DRIVE,
CONCORD,, NH 03301-0483

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
Christopher A. Poole

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August 26, 2015

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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Bridge Design
July 14, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Vanasse Hangen Brustlin, Inc., Vendor #174584, for a total amount not to exceed $291,531.41, to study and prepare preliminary engineering plans for the rehabilitation or replacement of the General Sullivan Bridge carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington, effective upon Governor and Council approval, through December 31, 2016. 100% Turnpike Funds.

Funds to support this request are anticipated to be available in the following accounts in State FY 2016 and State FY 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

04-96-96-961017-7514	FY 2016	FY 2017
Spaulding Turnpike Expansion		
046-500463 Eng Consultants Non-Benefits	$200,000.00	$91,531.41

EXPLANATION

The Department requires professional engineering services to study and prepare preliminary engineering plans for the rehabilitation or replacement of the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington. This 1930's 9-span structure (6 steel deck truss approach spans and a 3-span steel through-truss deck arch) has a total length of 1,585 feet. It has been on the Red List since 1990 and is currently limited to only pedestrian and bicycle traffic, with Span 7 having a load limit capacity of only 12 persons. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Newington - Dover 11238S).

On November 20, 2013, the Governor and Council authorized the Part A Agreement (Item #122 copy attached) for the In-depth Structural Inspection and Bridge Load Rating of the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington. The Department reserved the right to either negotiate a scope and fee for the Part B preliminary design services or terminate the contract. Since the firm of Vanasse Hangen Brustlin, Inc. satisfactorily completed the Part A (inspection and rating) services for this project, the Department proposes to continue with this firm to perform the Part B (preliminary design) effort. The Department reserves the right to either negotiate a scope and fee for Part C (final design), or terminate the contract with Vanasse Hangen Brustlin, Inc.

The Part B preliminary design services include developing cost analyses for both capital costs and long-term maintenance costs for the proposed bridge rehabilitation option and a possible bridge replacement option that maintain the current pedestrian/recreational crossing; completing all environmental efforts for documentation needed to comply with the National Environmental Policy Act (NEPA), including Cultural Resource investigations in accordance with Section 106 of the National Historic Preservation Act, and the identification of any permitting requirements; providing paint analysis of existing bridge supports; and assisting the Department with the public involvement process.

Vanasse Hangen Brustlin, Inc. has agreed to furnish the required services for a total fee not to exceed $291,531.41. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

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,

Robert K. McKenna, FOR
William Cass, P.E.
Assistant Commissioner

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

Consultant

WITNESS TO THE CONSULTANT

By: _____

Dated: 7/15/15

CONSULTANT

By: _____

SR. V.P.
(TITLE)

Dated: 7/15/15

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Brown

Dated: 7/28/15

THE STATE OF NEW HAMPSHIRE

By: _____

for DOT COMMISSIONER

Dated: 7/28/15

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: 8/3/15

By: _____
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on AUG 26 2015 approved this AGREEMENT.

Dated: AUG 26 2015

Attest:

By: _____
Secretary of State

DEPUTY SECRETARY OF STATE

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

NEWINGTON-DOVER
GENERAL SULLIVAN BRIDGE
11238-S (PART B)

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 28, 2015, at which a quorum of the Board was present and voting.

VOTED:

That William Ashworth II is Regional Manager for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that William Ashworth II is Regional Manager for this Corporation

ATTEST:

Date: 7/15/2015

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN BRUSTLIN, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on December 11, 1986. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of April, A.D. 2015

William M. Gardner
Secretary of State

OP ID: PB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2015

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 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
Poole Professional Ltd.
107 Audubon Rd. #2, Ste. 108
Wakefield, MA 01880
Christopher A. Poole

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: VANAS-1

INSURED
Vanasse Hangen Brustlin, Inc.;
VHB Engineering, Surveying & Landscape Arch. P.C.;Vanasse Hangen Brustlin,LLC; VHB Eng., NC., PC
P. O. Box 9151
Watertown, MA 02471

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: Safety Insurance Company	39454
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contract Liab. X Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		2018141832	06/01/2015	06/01/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A A B B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		2018203378 2018203378 1501873 - MASS ONLY MA AUTO INCLDS. NON-H	06/01/2015 06/01/2015 06/12/2015	06/01/2016 06/01/2016 06/12/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000	X		2018203382	06/01/2015	06/01/2016	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
								$
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	N/A	2017168230 ALL STATES	06/01/2015	06/01/2016	X WC STATU-TORY LIMITS X 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
A	Office Package			2018141832	06/01/2015	06/01/2016	Valuable Papers	2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Newington-Dover, General Sullivan Bridge 11238-B (Part B). Interest of the New Hampshire Department of Transportation is included as additional insured under the above indicated policies only subject to all policy terms. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

NHDOT-1

New Hampshire Department
of Transportation
John O. Morton Building
7 Hazen Drive, P.O. Box 483
Concord, NH 03301-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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OP ID: PB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/16/2015

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 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
Poole Professional Ltd.
107 Audubon Rd. #2, Ste. 205
Wakefield, MA 01880
Christopher A. Poole

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: VANAB-1

INSURED
Vanasse Hangen Brustlin,Inc.
VHB Engineering, Surveying
& Landscape Arch. PC
Vanasse Hangen Brustlin, LLC
P. O. Box 9151
Watertown, MA 02471

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐							
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	ARCH/ENG. E&O			DPR0734746	07/16/2015	07/16/2016	Ea. Claim	5,000,000
	Incl.Pollution Lab			FULL PRIOR ACTS			Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Per professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense. $75,000 deductible per claim. Re: Newington-Dover, Gerrish Bullman Bridge 11332-B (Part B) 30 day notice of canc. except 10 days for non-payment.

CERTIFICATE HOLDER

NHDOT-1

New Hampshire Department
of Transportation
John O. Morton Building
7 Hazen Drive, P.O. Box 483
Concord, NH 03301-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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