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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



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William Cass, P.E. Commissioner

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

Bureau of Highway 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 enter into an Agreement with Fuss & O'Neill, Manchester, NH, Vendor #280354, for an amount not to exceed \$603,446, for improvements to US Route 3 in the Town of Whitefield, effective upon Governor and Council approval through July 31, 2026. (100% Federal 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:

Table with 4 columns: Account Number, FY 2023, FY 2024, FY 2025. Rows include Consolidated Federal Aid and 046-500464 Gen Consultants Non-Benefit.

EXPLANATION

The Department requires preliminary design, survey, public involvement, final design, and associated environmental & cultural services for rehabilitation of US 3 in Whitefield. This project will require Part "B" (Final Design) services only. This project is included in the State's Ten-Year Transportation Improvement Plan (Whitefield 41582).

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c, 21-I:22-d, 228:4 and 228:5-a, and all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and Administration" dated August 25, 2017.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for Whitefield 41582, US Route 3 Improvements. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on February 11, 2022, asking for letters of interest from qualified firms.

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 six (6) consultant firms that were considered for this assignment, with the three (3) short-listed firms shown in bold, is as follows:

Consultant Firm

Office Location

**AECOM Technical Services, Inc.**  
BETA Group, Inc.  
**Fuss & O'Neill**  
HEB Engineers, Inc.  
Stantec Consulting Services, Inc.  
**Tighe & Bond, Inc.**

**Manchester, NH**  
Manchester, NH  
**Manchester, NH**  
North Conway, NH  
Auburn, NH  
**Portsmouth, NH**

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

Fuss & O'Neill has agreed to furnish the professional engineering services for an amount not to exceed \$603,446. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% Federal Funds.

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

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

Sincerely,



William J. Cass, P.E.  
Commissioner

Attachments

**DESCRIPTION:**

This project includes preliminary design, survey, public involvement, final design, and associated environmental & cultural services for rehabilitation of US 3 in Whitefield. This contract is for Preliminary Design (Part B) only. The current 30' wide roadway was built on a 20' concrete slab in 1929. The intent is to widen the roadway to provide improved mobility for bikes and pedestrians and a structurally sufficient roadway base. The project will also include a detailed look at the US 3 and NH 116 intersection.

Rating Considerations	Scoring of Firms			
	W E I G H T	A E C O M	F u s & O' N e i l l	T i g h e & B o n d
Whitefield 41582				
Comprehension of the Assignment	20%	17%	18%	18%
Clarity of the Proposal	20%	15%	19%	19%
Capacity to Perform in a Timely Manner	20%	19%	17%	18%
Quality & Experience of Project Manager/Team	20%	19%	19%	17%
Previous Performance	10%	8%	9%	8%
Overall Suitability for the Assignment	10%	10%	10%	9%
Total	100%	88%	93%	89%

Ranking of Firms: 1. Fuss & O'Neill  
2. Tighe & Bond  
3. AECOM

Rating Considerations	Scoring of Firms			
	W E I G H T	A E C O M	F u s & O' N e i l l	T i g h e & B o n d
Whitefield 41582				
Comprehension of the Assignment	20%	17%	19%	18%
Clarity of the Proposal	20%	17%	17%	18%
Capacity to Perform in a Timely Manner	20%	18%	19%	17%
Quality & Experience of Project Manager/Team	20%	17%	18%	17%
Previous Performance	10%	8%	9%	8%
Overall Suitability for the Assignment	10%	8%	9%	9%
Total	100%	85%	91%	87%

Ranking of Firms: 1. Fuss & O'Neill  
2. Tighe & Bond  
3. AECOM

Rating Considerations	Scoring of Firms			
	W E I G H T	A E C O M	F u s & O' N e i l l	T i g h e & B o n d
Whitefield 41582				
Comprehension of the Assignment	20%	19%	19%	17%
Clarity of the Proposal	20%	17%	19%	18%
Capacity to Perform in a Timely Manner	20%	19%	18%	16%
Quality & Experience of Project Manager/Team	20%	19%	18%	17%
Previous Performance	10%	10%	10%	8%
Overall Suitability for the Assignment	10%	9%	10%	8%
Total	100%	93%	94%	84%

Ranking of Firms: 1. Fuss & O'Neill  
2. AECOM  
3. Tighe & Bond

Rating Considerations	Scoring of Firms			
	W E I G H T	A E C O M	F u s & O' N e i l l	T i g h e & B o n d
Whitefield 41582				
Comprehension of the Assignment	20%	18%	19%	19%
Clarity of the Proposal	20%	18%	18%	19%
Capacity to Perform in a Timely Manner	20%	17%	17%	19%
Quality & Experience of Project Manager/Team	20%	17%	18%	18%
Previous Performance	10%	7%	8%	7%
Overall Suitability for the Assignment	10%	7%	8%	8%
Total	100%	84%	88%	90%

Ranking of Firms: 1. Tighe & Bond  
2. Fuss & O'Neill  
3. AECOM

Rating Considerations	Scoring of Firms			
	W E I G H T	A E C O M	F u s & O' N e i l l	T i g h e & B o n d
Whitefield 41582				
Comprehension of the Assignment	20%	13%	15%	14%
Clarity of the Proposal	20%	12%	14%	14%
Capacity to Perform in a Timely Manner	20%	16%	16%	16%
Quality & Experience of Project Manager/Team	20%	14%	14%	14%
Previous Performance	10%	6%	6%	6%
Overall Suitability for the Assignment	10%	7%	7%	7%
Total	100%	68%	72%	71%

Ranking of Firms: 1. Fuss & O'Neill  
2. Tighe & Bond  
3. AECOM

Rating Considerations	Scoring of Firms			
	W E I G H T	A E C O M	F u s & O' N e i l l	T i g h e & B o n d
Whitefield 41582				
Comprehension of the Assignment	20%	17%	18%	18%
Clarity of the Proposal	20%	15%	19%	19%
Capacity to Perform in a Timely Manner	20%	19%	17%	18%
Quality & Experience of Project Manager/Team	20%	19%	19%	17%
Previous Performance	10%	8%	9%	8%
Overall Suitability for the Assignment	10%	10%	10%	9%
Total	100%	88%	92%	89%

Ranking of Firms: 1. Fuss & O'Neill  
2. Tighe & Bond  
3. AECOM

								T O T A L	R A N K
AECOM	3	3	3	3	2	3		17	3
Fuss & O'Neill	1	1	1	1	1	2		7	1
Tighe & Bond	2	2	2	2	3	1		12	2

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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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4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
6. SIGNATURE PAGE
7. CERTIFICATION OF GOOD STANDING
8. CERTIFICATION OF AUTHORITY / VOTE
9. CERTIFICATION OF INSURANCE

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Whitefield  
X-A004(679)  
41582

**PRELIMINARY DESIGN (PART B)**

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

**PREAMBLE**

THIS AGREEMENT made this 3<sup>rd</sup> day of May in the year 2023 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Fuss & O'Neill, Inc., with principal place of business at 50 Commercial Street, in the City of Manchester, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to improve US Route 3 in the Town of Whitefield. The project begins on US 3 at the intersection with Route 116 (Jefferson Road) and precedes north 0.3 miles to Prospect Street.

The DEPARTMENT requires professional engineering and environmental consulting services to select an appropriate proposed action that is supported by the community, technically feasible, environmentally permissible, and economical; develop an approved Environmental Document; and bring the proposed action to a public hearing for layout approval.

The CONSULTANT'S Fee Proposal dated February 21, 2023, revised March 30, 2023, 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 study of improvements to US 3 in the Town of Whitefield. The project begins at the US 3 and NH 116 (Jefferson Road) intersection and continues north 0.3 miles to the intersection of Prospect Street. In addition to improvements to the roadway and structural box, the project will also evaluate the addition of sidewalks, vertical profile improvements, and investigate improvements to the intersection of US 3 and Route 116 (Jefferson Road). Some key considerations to be aware of include the following:

- Potential for Historic Properties and/or Historic Districts.
- The presence of a 20' wide concrete roadway constructed in 1929 under the existing pavement.
- Substandard intersection sight distance at Route 116.

The objective of the project is to reconstruct or rehabilitate US 3, improve the intersection with Route 116, provide sidewalks to improve safety pedestrians, improve drainage, and improve the vertical profile of US Route 3.

#### **B. GENERAL SCOPE OF WORK**

The development of the preliminary engineering for this project is expected to be performed in two phases (Preliminary Design and Final Design)

The goals of the Preliminary Design engineering efforts of this project are to select an appropriate proposed action that is supported by the community, technically feasible, environmentally permissible, and economical; develop an approved Environmental Document; and bring the proposed action to a public hearing for layout approval. The development of improvement alternatives will include public participation involving public and private stakeholders and the general public in the decision-making process to aid in the determination of the proposed action and the development of an approved National Environmental Policy Act (NEPA) document. Final Design will encompass the engineering and permitting efforts needed to advance the design from NEPA approval to project advertising, including final design plans, specifications and estimates for the project. This scope of services is for the first phase (Preliminary Design) only; Final Design is not included in this scope of work.

## ARTICLE I

Assuming a successful Public Hearing, and upon completion of Preliminary Design, the DEPARTMENT reserves the right to either negotiate a scope and fee for Final Design, or terminate the contract.

The following general tasks are included in Preliminary Design:

- 1.) Develop and evaluate roadway and intersection alternatives;
- 2.) Preliminary design of roadway and other necessary design elements;
- 3.) Develop preliminary Traffic Control Plans;
- 4.) Consider construction phasing, constructability and construction access;
- 5.) Complete a Design Report summarizing concepts and recommendations;
- 6.) Identify all impacted natural and cultural resources potentially affected by the proposed action, and investigate means of minimizing or mitigating the impacts;
- 7.) Prepare an environmental document for the proposed action 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;
- 8.) Assist the Department with public involvement support services, including preparation of illustrative plans and exhibits for any meetings, including a Hearing plan;
- 9.) Identify and document the existing right-of-way, and;
- 10.) Advance the design through the Preliminary Plan phase of plan development

### **C. SCOPE OF WORK (PRELIMINARY ENGINEERING)**

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 CONSULTANT shall be responsible for the preparation of complete designs, including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates, and documents for required submissions to the DEPARTMENT, the Federal Highway Administration, and/or any other STATE or Federal agency, that may be required.

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.

## ARTICLE I

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

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 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 effort:

### **D. PRELIMINARY DESIGN**

Preliminary Engineering for Preliminary Design shall consist of all efforts needed to collect data, prepare base plans, develop a range of reasonable alternatives, evaluate alternatives and investigate their consequences to allow the Department to select a proposed action, in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT.

- a. Data Collection
- b. Topographic Survey mapping

The CONSULTANT will identify all topographic and existing detail survey that is required and submit these requests to the DEPARTMENT.

## ARTICLE I

### c. Existing Right-of-Way Plan Development

This work will be performed by a CONSULTANT Licensed to practice the profession of Land Surveying in New Hampshire. The CONSULTANT shall be responsible for coordination efforts and will participate in the ROW meetings that will be scheduled with the DEPARTMENT. The CONSULTANT shall be responsible for the coordination and be available for direct contact for all survey related communications with the DEPARTMENT.

The CONSULTANT shall complete an Existing Right of Way Survey of the project area, including all intersecting roads extending to a minimum distance of 500 ft. beyond the limits of the proposed improvements. All survey work must be completed in accordance with the minimum standards for a Category 3 Urban Class Boundary Survey as defined in the - NH Lan Rules 500 and be in compliance with the Technical Standards portion of the aforementioned, and duly defined in the 2017 NHDOT Survey and Technical Standards Manual, requiring all survey work to be supervised by a NH Licensed Land Surveyor. The survey shall include, but is not limited to, a complete field survey locating all available boundary and right of way monumentation and all relevant lines of occupation along the subject corridor. The CONSULTANT shall prepare an Existing ROW Plan set depicting the ROW limits, record alignments, all standard surveying mapping geometrics, including metes and bounds, curve data, tie lines, additional state interests and easements, centerline station and offset information for all relevant existing Right of Way record lines and monuments.

The CONSULTANT will develop the Existing Right of Way survey and control through the following process:

- i. ROW Facilitation Meeting: An initial meeting with the DEPARTMENT for project overview, review of historic ROW information and turnover of DEPARTMENT project data and ROW;
- ii. Records Research: The CONSULTANT is required to research the following record archival venues until all relevant record information to the subject corridor is obtained for consideration of the Right of Way limit determination; municipal records, historical records, state archive records, DOT records, county registry and probate records, and other facilities as needed.
- iii. Boundary Survey: The CONSULTANT shall complete the boundary survey in accordance with aforementioned standards with an expected process as follows.

## ARTICLE I

Any planned deviation from this process must be approved by the DEPARTMENT prior to execution:

1. Field reconnaissance of Right-of-Way and abutting boundary monuments.
  2. Establish geodetic control network on NH State Plane Coordinate System.
  3. Conduct an on the ground field survey, of the existing Right-of-Way and abutting boundary monuments.
  4. Process survey control data using least squares adjustment at 95% confidence level. Process side shot data on adjusted control network and verify.
  5. Develop Right-of-Way alignments and establish Right-of-Way limits based on the processed field survey data.
- iv. Existing ROW Plan Review: The CONSULTANT shall submit Preliminary Right of Way Plans and a written Survey Report outlining the basis of the survey findings and final Right of Way determination for review by the DEPARTMENT's Bureau of Right Way, Land Titles Section. The CONSULTANT will be required to attend all ROW facilitation meetings that involve survey related discussions.
- v. Development of Final Existing ROW Plan: The CONSULTANT shall address all DEPARTMENT comments resulting from the Preliminary ROW Plan review through a written explanation of how review comments were addressed. Once finalized, the CONSULTANT will be required to record the Existing Right of Way Plan in the applicable County Registry of Deeds. The CONSULTANT shall provide the DEPARTMENT with the Existing ROW Plans in DGN file format and one full size PDF copy of the recorded plan. The CONSULTANT shall provide the DEPARTMENT with all supporting survey data, including but not limited to; raw data files, adjustment reports, field book notes, geodetic control data, coordinate file of all survey points in ASCII file format and alignment data in .cl or XML format.

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### d. Traffic Data Collection and Analysis

Twenty-four hour (24hr) traffic counts with FHWA classification will be obtained by the CONSULTANT for use in developing the pavement design and to evaluate traffic control options.

Turning Movement Counts (TMC) will be collected by the CONSULTANT.

The CONSULTANT will develop the background, traffic growth forecasts based on historic growth rates supplemented with specific growth tied to known development activity. Growth during pandemic years shall be assumed to be zero or greater, and during post-pandemic years shall be assumed to be 1% or greater.

The CONSULTANT shall provide both a draft and final technical memorandum detailing the forecasting methodologies for the open year 2027 and the design year 2047.. See the DEPARTMENT's template for the format of this memorandum.

### e. Crash Data Collection & Analysis

The CONSULTANT shall evaluate crash data provided by the DEPARTMENT (in Excel format) to understand the safety performance within the project area. The CONSULTANT shall consider how the alternatives would impact safety. This data will be summarized in a technical memorandum.

### f. Alternative Development & Evaluation

The CONSULTANT will develop, evaluate, and recommend alternatives and investigate their consequences to allow the DEPARTMENT to select a proposed action.

- i. Reasonable Roadway Alternatives: Each alternative will be developed to an equal level of detail. Lanes, shoulders, slope impact limits, right of way requirements, environmental impacts, and potential water quality protection measures will be determined for each reasonable alternative. Conceptual level traffic control will be presented at this time to determine if there are major differences in the alternatives. This is expected to be a short explanation with critical sections, showing phasing, if needed

Each alternative will be submitted to the Department for review in roll plot format. Each submission will include conceptual level plan, profile, typical sections and critical cross-sections. In locations where the proposed improvements are minimal and the roadway footprint does not change (e.g. minimal widening, milling and resurfacing,

## ARTICLE I

etc.), general (non-critical) cross-sections will not be provided. Cross-sections at all typical (non-critical) driveway locations will not be required.

- ii. Roadway Structure Alternatives: Alternative roadway base designs will be needed to determine a cost effective and structurally sound roadway base when the project is complete. Each roadway base option shall consider traffic control requirements.

- iii. Intersection Alternatives:

*NH Route 116 (Jefferson Road):* Alternatives will be developed to improve this intersection. This will include turn lane warrants, signal warrants, sight distance improvements, design vehicle turning movement improvements.

- g. Cost Estimates:

Conceptual cost estimates will be developed for the alternatives. The conceptual alternatives will be compared using a high level cost per lane mile approach for the roadway with major structures (retaining walls, detention basins, etc.) added to the base cost. Prior to the Public Hearing an estimate will be provided that quantifies major work items, and apply the Department's current weighted average unit prices. Other ancillary items on a percentage basis will be estimated on a percentage basis. A spreadsheet will be provided by the Department to assist in the development of this estimate. Engineering, Right-of-Way and environmental mitigation costs shall also be included.

- h. Design Report

The CONSULTANT shall prepare a Design Report to document the existing conditions within the corridor, and to summarize the design decisions and engineering details of the proposed action. Any rejected alternatives should also be documented to explain the justification for their rejection and for inclusion in the Environmental document. The Design Report format will be supplied by the Department.

- i. Project Team Meetings

Project team meetings will be held periodically over the course of the Preliminary Design. 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 Town, Planning Commission, state or federal agencies, or others as appropriate.

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### E. ENVIRONMENT

The NEPA Documentation task covers the 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). The CONSULTANT shall develop a formal Purpose and Need statement, identify and document impacts of the alternatives to all relevant natural and cultural resources, and identify any permitted requirements.

Resources and impact to be identified and evaluated include, but are not limited to:

- a. Water-Based Resources:  
Including Groundwater, Surface Waters, Floodplains, Wetlands and wetland mitigation, and Stream Crossings.
- b. Stormwater Treatment Requirements
- c. Land-Based Resources:  
Soils, Active Farmlands, Parks, Recreation areas, Public and Conserved Lands, Section 4(f) Resources and Section 6(f) Resources.
- d. Land Use
- e. Wildlife:  
Wildlife and Habitat.
- f. Threatened and Endangered Species: Plants and vertebrates (including Northern Long-eared bat)
- g. Cultural Resources (Historic and archaeological):  
The CONSULTANT shall conduct all necessary phases of Section 106 public outreach.
- h. Visual
- i. Social and Economic Resources:
  - Noise: This project is not anticipated to require noise analysis or mitigation.
  - Air Quality: This project is not anticipated to require Air Quality analysis.
  - Invasive Species:
  - Contaminated Properties:
  - Limited Reuse Soil (LRS):
  - Railroad Impacted Soils:
  - Construction Impacts:
  - Agency Coordination: Natural and Cultural Resource Meetings
  - Section 4(f)
  - Section 6 (f)

## ARTICLE I

### Environmental Justice (provided by the DEPARTMENT)

#### **F. PUBLIC PARTICIPATION**

The CONSULTANT shall prepare presentation graphics, handouts and support displays for public participation and posting to the DEPARTMENT's project webpage and be available to make presentations and prepare meeting minutes. Specific types of meetings include:

- a. Public Officials Meetings – for scoping purposes 2 are anticipated
- b. Public Informational Meetings - for scoping purposes 2 are anticipated
- c. Public Hearing

The CONSULTANT will also assist the DEPARTMENT in formally addressing comments received through the public hearing process.

#### **G. GEOTECHNICAL**

The DEPARTMENT will complete the full geotechnical program required for the project. The CONSULTANT shall provide preliminary and final subsurface exploration plan development and siting of the subsurface explorations by providing the station(s), offset(s) and associated GPS coordinate(s) for proposed subsurface exploration locations for all, as well as highway design.

#### **H. UTILITIES**

The utility coordination for this project will be performed by the DEPARTMENT. The CONSULTANT shall provide existing detail plans to the DEPARTMENT for submission to the utility companies for utility verification. The CONSULTANT shall incorporate utility locations, as identified by the individual utility owner through the verification process, into the plans.

#### **I. QUALITY CONTROL**

The CONSULTANT shall be the Engineer-of-Record for this project, as such the CONSULTANT shall be responsible to ensure that the design and supporting documentation is accurate, checked, and thoroughly vetted prior to completion. While the DEPARTMENT staff may perform checks of the CONSULTANT work these checks are intended to be cursory and are used as a check that DEPARTMENT standard practices and procedures were followed. It is ultimately the CONSULTANT and the Engineer-of-Record's responsibility to ensure the design is complete, accurate and meets DEPARTMENT requirements.

#### **J. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the following data to the CONSULTANT:

## ARTICLE I

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. 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.
2. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the CONSULTANT's Right-of-Way Boundary (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.
3. Plans of prior highway and bridge construction projects within the project limits, as available.
4. The location of all existing and proposed utilities through direct contact with the various utility companies.
5. Geotechnical investigations and recommendations, if available: Electronic files of the Environmental resource data collected in previous studies.
6. Crash data within the study area.
7. Traffic count data available from historical counts.
8. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).

### **K. WORK SCHEDULE AND PROGRESS REPORTS**

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

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

## ARTICLE I

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

### **L. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS**

The submissions shall be as necessary in accordance with the study process and environmental analysis as outlined above. Each submission shall be supplemented with such electronic copies of MicroStation drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts. Each submission will include conceptual level plan, profile, typical sections and critical cross-sections. In locations where the proposed improvements are minimal and the roadway footprint does not change (e.g. minimal widening, milling and resurfacing, etc.), general (non-critical) cross-sections will not be provided. Cross-sections at all typical (non-critical) driveway locations will not be required.

Presentation and Documentation: The CONSULTANT shall prepare updated colored presentation plans at each formal submission and for presentation at DEPARTMENT meetings as defined below. This is in addition to any public informational/hearing meetings.

- a) Technical Reports: The CONSULTANT shall prepare technical reports, as necessary, throughout the duration of the project to document and summarize relevant technical data. This includes, but is not limited to: Design Report, stormwater reports, or Geotechnical Reports. The intent is to support the design through documentation of critical design decisions with technical reports and supporting material.
- b) Design Report: The CONSULTANT shall update the Design Report using the NHDOT's most recent form, at each submission to document the existing conditions within the project, and to summarize the design decisions and engineering details of the proposed action.
- c) Design Exceptions: Design exceptions, if required, will be completed by the CONSULTANT.
- d) Project Collaboration Meetings: It is expected that over the course of the project, a series of informal collaboration meetings will be held. These collaboration meetings, attended by key Department staff and key Consultant staff, are to be held well in advance of formal submissions. The Consultant will update Department staff on the project status and their approach to various design issues followed by an open and collaborative discussion with

## ARTICLE I

Department staff and the Consultant team sharing their thoughts and suggestions on how best to advance the design. For budgeting purposes, it is assumed 8 (eight) meetings will be held. The consultant shall be responsible for scheduling the meetings, preparing an agenda and other presentation materials, and for preparing meeting notes.

- e) Project Management Meetings: It is expected that over the course of the project, Project Management Meetings will be held at least bi-monthly through the duration of the design. They will take place to discuss a variety of project management issues, such as outstanding issues, and design schedule. The CONSULTANT shall be responsible for meeting minutes.
- f) Department Meeting Presentations: The CONSULTANT shall prepare, present, and explain the project when requested by the DEPARTMENT. These meetings could include, but aren't limited to, Front Office, Estimate Review Committee, Traffic Control Committee, Design Submission meetings, Pre-Advertising meeting, Natural and Cultural Resource meetings. This shall include the preparation and explanation of sketches, alternatives, and plans during the project development process. Meeting notes and conference report memos shall be the responsibility of the CONSULTANT.

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.

The CONSULTANT'S final submission shall include hard copy of plans, as well as electronic CAD/D files. The horizontal, vertical (profiles), and pavement layout shall allow further development toward final design. In addition, the following shall be provided for the preferred alternative: design calculations to support superelevations, preliminary traffic control plan/critical sections, draft construction schedule, proposed right-of-way layout, major utility impacts documented, draft typical sections, cost estimate with supporting quantity calculations, and outstanding issues/concerns.

At the completion of Preliminary Design, the CONSULTANT shall provide the DEPARTMENT a 3D model of the proposed top roadway surface (LandXML (preferred) or DTM format) for the preferred alternative only. This model will include basic elements such as roadway super-elevation, side slopes, curbing, sidewalks, guardrail, BMP measures (water quality location identified but not fully designed with final grades) and retaining walls. No detailed intersection or driveway modeling will be required.

## ARTICLE I

### **M. DELIVERABLES**

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

**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/](http://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 2016 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2016 or NHDOT compatible version
Databases:	Microsoft Access 2016 or NHDOT compatible version

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

**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:

**File Transfer Sites, Bluebeam, SharePoint**

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

## ARTICLE I

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 Vendor Resources and Procurement | NH Department of Information Technology.
- 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. In compliance requirements can be found at <https://www.section508.gov/create/>.

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

### **N. Date of Completion**

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Design of professional services rendered under this AGREEMENT is July 31, 2026.

ARTICLE II

ARTICLE II – COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

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

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

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

Direct salary costs are estimated at:

\$154,825.20

- 2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending July 2, 2022, 187.32% shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at:

\$290,018.56

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

The fixed fee is: \$44,484.38

- 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

## ARTICLE II

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.

Direct expenses are estimated at: \$6,477.83

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

Normandeau Associates, Inc.: \$66,268.00

LM Preservation: \$35,000.00

Independent Archaeological Consulting, Inc.: \$4,403.00

Accurate Counts: \$1,970.00

### **AGREEMENT NOT-TO-EXCEED TOTAL \$603,446.00**

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 \$603,446.00, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of 3,203 hours), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

#### **B. LIMITATION OF COSTS**

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

## ARTICLE II

4. Changes to the scope of work shall not be considered an authorization to the CONSULTANT to exceed the not-to-exceed amount specified in Article II, Section A.

### **C. PAYMENTS**

Monthly payments on account of services rendered under this AGREEMENT may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing.

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

### **D. ANNUAL INDIRECT COST RATE SUBMISSIONS**

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

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

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

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

- AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers form with the required attachments.
- Certification of Final Indirect Costs as required pursuant to 23 CFR 172.11 and FHWA Order 4470.1A.
- Complete copy of the CONSULTANT'S annual audited financial statements.

## ARTICLE II

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

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

### **E. RECORDS, REPORTS AND FINAL AUDIT**

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

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

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

## ARTICLE III

### ARTICLE III – GENERAL PROVISIONS

#### A. HEARINGS, ETC.

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 50 Commercial Street, Manchester, NH 03101.

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

## ARTICLE IV

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. REVISIONS TO REPORTS, PLANS OR DOCUMENTS**

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

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

## ARTICLE IV

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,

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or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report, or document which shall have been collected, prepared, or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

### **G. SUBLETTING**

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". 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

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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.

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### 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

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portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

### 5. Construction of AGREEMENT

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

### K. AGREEMENT MODIFICATION

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

### L. EXTENSION OF COMPLETION DATE(S)

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

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

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

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all

#### ARTICLE IV

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.

## ARTICLE IV

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

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

### **N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS**

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

## ARTICLE IV

### O. DOCUMENTATION

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

### P. CLEAN AIR AND WATER ACTS

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

## ATTACHMENT A

### Special Contract Provisions for COVID-19

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

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

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

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

Attachment 1

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

The CONSULTANT X, proposed subconsultant \_\_\_\_\_, hereby certifies that it has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has 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.

Fuss & O'Neill, Inc.

(Company)

By: \_\_\_\_\_

Senior Vice President

(Title)

Date: April 18, 2023

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

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

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

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

*Attachment 2*

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

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

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

April 18, 2023

(Date)

A handwritten signature in black ink, appearing to read "J. D. [unclear]", written above a horizontal line.

(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):

5/3/23  
(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: JECR

Jill Racioppi

Dated: April 18, 2023

CONSULTANT

By: [Signature]

Senior Vice President  
(TITLE)

Dated: April 18, 2023

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

\_\_\_\_\_

Dated: 5/3/23

THE STATE OF NEW HAMPSHIRE

By: [Signature]

Director of Project Development  
Sec DOT COMMISSIONER

Dated: 5/3/23

**Attorney General**

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

Dated: 6/2/2023

By: [Signature]  
Assistant Attorney General

**Secretary of State**

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

Dated: \_\_\_\_\_

Attest:  
  
By: \_\_\_\_\_  
Secretary of State

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FUSS & O'NEILL, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on June 09, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 190362

Certificate Number: 0006204692



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of April A.D. 2023.

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

David M. Scanlan  
Secretary of State



FUSS & O'NEILL

**Certification of Corporate Resolution**

NHDOT Contract - Whitefield 41582

I, Tatia Lewis-Hayes, the undersigned, do hereby certify that I am the Corporate Secretary of Fuss & O'Neill, Inc., a Connecticut Corporation, and that the following resolution was duly adopted by the Board of Directors of Fuss & O'Neill, Inc. on April 17, 2023.

"It is hereby resolved that the officers of the Corporation listed below be authorized and directed to execute any and all contracts, documents and any other pertinent instruments in connection with the Corporation subject to Fuss & O'Neill's internal policies regarding delegation of authority.

**Officers of the Corporation:**

Kevin J. Grigg: CEO, President  
 John A. Chambers: Executive Vice President  
 Kevin W. Johnson: Executive Vice President  
 Dean E. Audet: Senior Vice President  
 Gregory M. Dorosh: Senior Vice President  
 JoAnn Frer: Senior Vice President  
 Craig M. Lapinski: Senior Vice President  
 Shawn M. Martin: Senior Vice President  
 Robert L. May, Jr.: Senior Vice President  
 Timothy J. St. Germain: Senior Vice President  
 Charles Ables: Vice President  
 Sudip D. Bafna: Vice President  
 Adam M. Barbash: Vice President  
 Eric M. Bernardin: Vice President  
 Robert M. Danielson: Vice President  
 Daniel F. DeLany: Vice President  
 Philip E. Forzley: Vice President

Jenna M. Krzesicki: Vice President  
 Elizabeth Landry: Vice President  
 Kurt A. Mailman: Vice President  
 Laura Marcolini, Vice President  
 Diane Mas: Vice President  
 Erik Mas: Vice President  
 Katherine Nanowski: Vice President  
 Margaret K. Snape: Vice President  
 Kristen E. Solloway: Vice President  
 Kevin M. Sullivan: Vice President  
 Mark Vertucci: Vice President  
 Jamie Bratt: Vice President  
 Brian E. Kortz: Vice President

I do further certify that the above Resolution has not been amended and is now in full force and effect.

ATTEST:

Tatia Lewis-Hayes  
Corporate Secretary  
Date: April 18, 2023



A TRUE AND LEGITIMATE COPY





**ADDITIONAL REMARKS SCHEDULE**

W. L. Towers Watson Northeast, Inc.		NAMED INSURED Fuss & O'Neill, Inc. The Gateway Building 50 Commercial Street, Unit 29 Manchester, NH 03101	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

PROJECT NUMBER: 20220203.A10  
 PROJECT NAME: Whitefield 41582  
 PROJECT MANAGER: Nicole C. Fox

Certificate Holder is included as an Additional Insured as respects to General Liability.

Certificate Holder is included as an Additional Insured as respects to Automobile Liability, where required by written contract.

INSURER AFFORDING COVERAGE: Twin City Fire Insurance Company  
 POLICY NUMBER: 02UENOL5510    EFF DATE: 04/01/2023    EXP DATE: 04/01/2024

NAIC#: 29459

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability - MA	Combined Single Limit	\$1,000,000
Scheduled Autos		