



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

38



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

Bureau of Highway Design
August 28, 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 SLR International Corporation, Cheshire, Connecticut, Vendor #360771, for an amount not to exceed \$2,959,305, for NH 12 reconstruction, effective upon Governor and Council approval through August 30, 2027. Funding Type (100% Federal Funds).

Funds to support this request are available in the following account in State FY 2024:

04-096-96-963515-3054	<u>FY 2024</u>
Consolidated Federal Aid	
046-500464 Gen Consultants Non-Benefit	\$2,959,305

EXPLANATION

The Department requires preliminary design, survey, public involvement, final design, and associated environmental & cultural services for rehabilitation of Route 12 in Charlestown. This agreement is included in the State's Ten-Year Transportation Improvement Plan (Charlestown, 40667).

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for Charlestown, 40667, to widen the roadway to an 11-5 typical (32' wide) and provide a structurally sufficient roadway base. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on May 14, 2021, 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 June 24, 2021, for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three (3) shortlisted firms were notified on July 6, 2021, through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on August 12, 2021, 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 thirteen (13) consultant firms that were considered for this assignment, with the three (3) short-listed firms shown in bold, is as follows:

<u>Consultant Firm</u>	<u>Office Location</u>
AECOM Technical Services, Inc.	Manchester, NH
CDM Smith Inc.	Manchester, NH
CHA Consulting, Inc.	Keene, NH
CMA Engineers, Inc.	Portsmouth, NH
Fuss and O'Neill	Manchester, NH
GM2 Associates, Inc.	Concord, NH
Greenman-Pedersen, Inc.	Bedford, NH
HDR Engineering, Inc.	Manchester, NH
Hoyle Tanner & Associates, Inc.	Manchester, NH
Jacobs Engineering Group, Inc.	Bedford, NH
SLR International Corporation	Bedford, NH
Weston & Sampson Engineers, Inc.	Manchester, NH
WSP USA, Inc.	Merrimack, NH

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

SLR International Corporation has agreed to furnish the professional engineering services for an amount not to exceed \$2,959,305. 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

PROJECT: Charlestown, 40667 .

DESCRIPTION: Preliminary engineering, environmental services, geotechnical services, survey, and final design for improvements to NH 12 in the Town of Charlestown to include widening, drainage, stormwater and pavement structure analysis. The project begins at the intersection with NH 12A and extends north 2.4 miles to the intersection of Almar Street.

SERVICES REQUIRED: STRC, RDWY, ENV, HYD, SURV, ROW, TRAF, PINV, GEOT

SUMMARY (TIE BREAKER)

									T O T A L	R A N K
CHA Consulting, Inc.	2	2	2	2	2	2			12	2
SLR International Corp.	1	1	1	1	1	1			6	1

CHA Consulting, Inc.	2
SLR International Corp.	1

CHA Consulting, Inc.	2
SLR International Corp.	1

CHA Consulting, Inc.	2
SLR International Corp.	1

CHA Consulting, Inc.	2
SLR International Corp.	1

CHA Consulting, Inc.	2
SLR International Corp.	1

CHA Consulting, Inc.	2
SLR International Corp.	1

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SUMMARY (ORIGINAL VOTE)

	1	2	3	4	5	6	7	8	TOTAL	RANK
CHA Consulting, Inc.	1	2	1	2	1	2			9	1
GM2 Associates., Inc.	3	3	3	3	3	3			18	3
SLR International Corp.	2	1	2	1	2	1			9	1

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	W E I G H T	CHA Consulting, Inc.	GM2 Associates., Inc.	SLR International Corp.
Comprehension of the Assignment	20%	19%	17%	18%
Clarity of the Proposal	20%	18%	15%	19%
Capacity to Perform in a Timely Manner	20%	18%	17%	18%
Quality & Experience of Project Manager/Team	20%	17%	17%	17%
Previous Performance	10%	8%	8%	8%
Overall Suitability for the Assignment	10%	8%	7%	9%
Total:	100%	88%	81%	89%

Ranking of Firms: 1. SLR International Corp.
2. CHA Consulting, Inc.
3. GM2 Associates., Inc.

Rating Considerations	Scoring of Firms			
	W E I G H T	CHA Consulting, Inc.	GM2 Associates., Inc.	SLR International Corp.
Comprehension of the Assignment	20%	20%	16%	20%
Clarity of the Proposal	20%	19%	16%	20%
Capacity to Perform in a Timely Manner	20%	19%	18%	20%
Quality & Experience of Project Manager/Team	20%	20%	19%	19%
Previous Performance	10%	9%	9%	9%
Overall Suitability for the Assignment	10%	9%	7%	10%
Total:	100%	96%	85%	97%

Ranking of Firms: 1. SLR International Corp.
2. CHA Consulting, Inc.
3. GM2 Associates., Inc.

Rating Considerations	Scoring of Firms			
	W E I G H T	CHA Consulting, Inc.	GM2 Associates., Inc.	SLR International Corp.
Comprehension of the Assignment	20%	19%	17%	19%
Clarity of the Proposal	20%	18%	15%	19%
Capacity to Perform in a Timely Manner	20%	20%	18%	18%
Quality & Experience of Project Manager/Team	20%	20%	18%	17%
Previous Performance	10%	9%	9%	8%
Overall Suitability for the Assignment	10%	10%	8%	9%
Total:	100%	96%	83%	90%

Ranking of Firms: 1. CHA Consulting, Inc.
2. SLR International Corp.
3. GM2 Associates., Inc.

Rating Considerations	Scoring of Firms			
	W E I G H T	CHA Consulting, Inc.	GM2 Associates., Inc.	SLR International Corp.
Comprehension of the Assignment	20%	18%	16%	18%
Clarity of the Proposal	20%	18%	16%	18%
Capacity to Perform in a Timely Manner	20%	17%	17%	17%
Quality & Experience of Project Manager/Team	20%	16%	16%	16%
Previous Performance	10%	6%	7%	6%
Overall Suitability for the Assignment	10%	7%	6%	6%
Total:	100%	82%	78%	83%

Ranking of Firms: 1. SLR International Corp.
2. CHA Consulting, Inc.
3. GM2 Associates., Inc.

Rating Considerations	Scoring of Firms			
	W E I G H T	CHA Consulting, Inc.	GM2 Associates., Inc.	SLR International Corp.
Comprehension of the Assignment	20%	18%	16%	18%
Clarity of the Proposal	20%	18%	16%	18%
Capacity to Perform in a Timely Manner	20%	18%	18%	18%
Quality & Experience of Project Manager/Team	20%	16%	16%	16%
Previous Performance	10%	7%	8%	6%
Overall Suitability for the Assignment	10%	8%	5%	8%
Total:	100%	83%	79%	84%

Ranking of Firms: 1. CHA Consulting, Inc.
2. SLR International Corp.
3. GM2 Associates., Inc.

Rating Considerations	Scoring of Firms			
	W E I G H T	CHA Consulting, Inc.	GM2 Associates., Inc.	SLR International Corp.
Comprehension of the Assignment	20%	18%	16%	17%
Clarity of the Proposal	20%	18%	15%	17%
Capacity to Perform in a Timely Manner	20%	19%	16%	18%
Quality & Experience of Project Manager/Team	20%	16%	16%	17%
Previous Performance	10%	8%	7%	7%
Overall Suitability for the Assignment	10%	9%	7%	8%
Total:	100%	88%	78%	84%

Ranking of Firms: 1. CHA Consulting, Inc.
2. SLR International Corp.
3. GM2 Associates., Inc.

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9. SIGNATURE PAGE

CHARLESTOWN
X-A004(465)
40667

PRELIMINARY & FINAL DESIGN

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 13th day of September 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 SLR International Corporation, with principal place of business at 99 Realty Drive, in the City of Cheshire, State of Connecticut, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires improvements to NH Route 12 (NH 12) in the Town of Charlestown. The project begins on NH 12 at the intersection of NH 12A and proceeds north 2.4 miles to Almar 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; bring the proposed action to a public hearing for layout approval; and complete construction contract documents.

The CONSULTANT'S Fee Proposal dated May 5, 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 NH 12 in the Town of Charlestown. The project begins on NH 12 at the intersection of NH 12A and proceeds north 2.4 miles to Almar Street. Some key considerations to be aware of include the following:

- Proximity of roadway to the New England Central rail line
- The presence of a 20' wide concrete roadway constructed in 1932 under the existing pavement.
- Proximity of the project to the Connecticut River, a designated river under the New Hampshire River Management and Protection Program

The objective of the project is to reconstruct or rehabilitate NH 12 and provide shoulders to match the corridor typical to the south.

The development of the preliminary engineering for this project is expected to be performed in this contract for both the preliminary design and final design phase.

Preliminary Design efforts will:

- 1.) develop and evaluate reconstruction and rehabilitation alternatives;
- 2.) identify all impacted natural, cultural and socioeconomic resources potentially affected by the proposed action, and investigate means of minimizing or mitigating the impacts;
- 3.) prepare an environmental document for the proposed action;
- 4.) assist the Department with public involvement support services, including preparation of a Public Hearing Plan, and minor revisions to the selected alternative resulting from hearing comments;
- 5.) identify and document the existing right-of-way and;
- 6.) develop and execute a geotechnical exploration program.

Final Design efforts will:

- 1.) develop contract documents for construction;
- 2.) develop and obtain required permits, including the Wetland and Shoreland permits
- 3.) develop right-of-way plans for purchasing and recording and;
- 4.) support the utility relocation coordination.

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B. GENERAL SCOPE OF WORK

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.

Assuming a successful Public Hearing, and upon completion of the Preliminary Design, Final Design will then begin to prepare final design plans, specifications, and estimates for the project limits. The design shall consider temporary and permanent erosion control measures and Best Management Practices (BMPs) consistent with current New Hampshire Department of Environmental Services (NHDES) guidelines, hazardous material investigation and treatments, traffic control measures, drainage, lighting, BMP Management Plan and treatments to minimize environmental impacts, highway signs, construction traffic control plan, and pavement markings. The CONSULTANT shall incorporate into the design plans any DEPARTMENT provided materials and designs such as environmental special conditions, and utility relocations.

C. SCOPE OF WORK (PRELIMINARY DESIGN)

The Preliminary Design tasks cover the work required to reevaluate and develop improvement alternatives to arrive at a proposed action.

The CONSULTANT shall perform all Railroad coordination required for the data collection and survey efforts and be responsible for flagger agreements and costs associated with these efforts.

a. Data Collection

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

b. Topographic Survey mapping

The CONSULTANT will conduct the topographic survey(s) and process the data, which the CONSULTANT will then incorporate into the digital terrain model and base plan.

All supplemental topographic data needs will be handled in the same manner. The CONSULTANT shall prepare a topographic base plan for submission to the

ARTICLE I

DEPARTMENT to allow for initial utility verifications. Once verifications are received the CONSULTANT shall plot utilities on the base plan.

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 Board of Licensure for Land Surveyors Chapter 500 rules and be in compliance with the Technical Standards portion of the aforementioned, and duly defined in the 2018 NHDOT Survey 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.

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- iii. Boundary Survey: The CONSULTANT shall complete the boundary survey in accordance with aforementioned standards with an expected process as follows. 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-of-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.

ARTICLE I

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. 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 future year design volumes assumed to be 2026 and 2046

e. Crash Data Collection & Analysis

The CONSULTANT shall evaluate crash data provided by the DEPARTMENT (in Excel or GIS format) to understand the safety performance within the project area. The CONSULTANT shall consider how the alternatives would impact safety.

Crash data for each intersection/roadway segment based on the most recent ten years of crash data will be tabulated by the DEPARTMENT based on type, location and severity. Based on the tabulation of crash data, the CONSULTANT shall identify any crash patterns or trends within the data to ascertain potential traffic safety problems. Collision diagrams will not be required.

The results of the traffic and crash data analysis will be presented in a traffic and safety operations memorandum that will be submitted to NHDOT for review and concurrence prior to incorporation in the Design Report. When appropriate, the AASHTO Highway Safety Manual will be referred to in order to predict the safety performance of the proposed design alternatives.

f. Alternative Development & Evaluation

The CONSULTANT will develop design criteria for review and concurrence and evaluate 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.

ARTICLE I

It is anticipated that up to three different reasonable design alternatives will be developed for up to three different locations to balance the impacts due to increased shoulder width. 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, etc.), general (non-critical) cross-sections will not be provided. Cross-sections at all typical (non-critical) driveway locations will not be required. 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.

- ii. Roadway Structure Alternatives: This roadway contains a 20' wide concrete slab built in the 1930's. Alternative roadway base designs will be provided by the CONSULTANT and reviewed by the DEPARTMENT to determine a cost effective and structurally sound roadway base when the project is complete. Each roadway base option shall consider traffic control requirements.

The alternatives will be summarized in a comparison matrix and accompanied by a narrative and conceptual level cost estimates, with clear explanations of assumptions used to develop the estimates. Calculations supporting the major item categories will be provided at a level consistent with the level of design detail.

- i. 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 from data supplied by the Department. Prior to the Public Hearing an estimate will be provided that quantifies items such as pavement, roadway select materials, earthwork, structures, and other major cost items as appropriate, and apply the DEPARTMENT'S current weighted average unit prices. Other items such as drainage, traffic control, signing and striping will be estimated on a percentage basis. A spreadsheet will be provided by the Department to assist in the development of this estimate. Right of way acquisition costs will be determined from approximate assessed value of impacted property, relocation assistance and other associated acquisition expenses. Environmental mitigation costs will be estimated based on approximate impacts of wetlands and streams.

ARTICLE I

g. 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. The Design Report format will be supplied by the Department.

h. 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.

It is anticipated that a total of 20 informal project team meetings will be held for the duration of the project. These meetings are in addition to the public informational meetings listed under the Public Participation section below.

i. Approved action deliverables

The CONSULTANT'S final submission shall include hard copy of plans, as well as electronic CAD/D files. The CAD/D files shall consist of the base plans with enhancements in MicroStation format, using DEPARTMENT naming conventions, line styles and character styles. The CAD/D files shall also contain a proposed 3D top line model (submitted with the PS&E), complete out to the slope limits. 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 with property impact list, major utility impacts documented, draft typical sections, cost estimate with supporting quantity calculations, Design Report with appropriate appendices, high level drainage concept, and outstanding issues/concerns.

Computer Aided Design/Drafting (CAD/D) files: All files submitted must be fully compatible with the current version of MicroStation and OpenRoads Designer being used by the DEPARTMENT using current naming conventions, line styles and text styles.

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At the completion of Preliminary Design, the CONSULTANT shall provide the DEPARTMENT a 3D model of the proposed top roadway surface in a DGN format compatible with the current version of OpenRoads Designer 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. If providing the file in OpenRoads Designer format is not feasible, LandXML or DTM format could be acceptable if approved by the project manager.

D. ENVIRONMENT

a. Data Collection

The CONSULTANT shall review relevant data sources to identify all environmental resources and/or constraints present within the Project Area. In consultation with the DEPARTMENT, the CONSULTANT will prepare initial coordination letters to local, state and federal agencies to identify any environmental issues or concerns within the Project Area. Resources to be identified include:

b. Water-Based Resources

- i. Groundwater: Data regarding aquifers, public water supplies and wells within the study area will be gathered from appropriate sources such as the GRANIT GIS database, NHDES mapping, NHDES Drinking Water and Groundwater Bureaus, inventory data, municipal data or municipal mapping. The CONSULTANT will describe these resources and display them on project mapping. Data will also be needed to identify any sensitive resources directly adjacent and potentially down gradient of the project area. The mapped resources will be assessed and described in terms of their current and potential use and their relative proximity and potential hydrological connection to the project area. In addition, consideration shall be given to stormwater conveyance and treatment in the vicinity of the drinking water supplies and wellhead protection areas.
- ii. Surface Waters: The CONSULTANT will review all current regulatory requirements and constraints associated with surface water resources which will be identified and summarized in the environmental document. A review

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of the most recently approved State 303(d) list will be conducted to identify water quality impairments and Total Maximum Daily Load (TMDL) within the project area. The proposed action and alternatives if necessary, will be assessed to determine adherence to any existing TMDL implementation plans, watershed management plans, and active water quality related permits including but not limited to NHDES Alteration of Terrain (AOT) and; EPA NPDES for Small Municipal Separate Storm Sewers (MS4), and for Construction activities (CGP).

The CONSULTANT will investigate appropriate water quality treatment measures necessary to minimize nutrient impacts on surface waters. This shall include an impervious area analysis to adhere to current water quality regulations and additional guidance provided by the DEPARTMENT. The approximate size and placement of structural Best Management Practices (BMPs) will be shown at the Public Hearing. BMP placement and type will be compliant with current AOT requirements with consideration of soil conditions, depth to bedrock, groundwater tables, wellhead protection areas, drinking water protections, groundwater protections, and the proximity to the project's stormwater discharge points.

- iii. Floodplains: FEMA floodplain and floodway information will be gathered from appropriate sources and displayed on project mapping.
- iv. Wetlands: The CONSULTANT will delineate wetlands and determine their functions and values within the study area limits based on state and federal criteria, and will collect sufficient field data to document the delineation. Wetlands will identified using the US Army Corps of Engineers Wetlands Delineation Manual (Jan 1987); the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0, January 2012), and; the Classification of Wetlands and Deepwater Habitats of the United States (Cowardin, 1979). If access to private property is required, landowners will be notified by the DEPARTMENT. The CONSULTANT will survey wetland flagging using a GPS unit with sub-meter accuracy. The CONSULTANT will note any unusual features such as invasive species, disturbed areas, or uncommon wetland types such as bogs or vernal pools. This information will be provided in plan format and in a report that is stamped by a Certified Wetland Scientist (CWS) with a current NH

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certification, which includes the location of the features, classifications of wetlands present within the wetlands, descriptions of the each wetland's hydrology, soils and vegetation, flagging number system of each delineated feature, photographs, functions and values (including the Wetlands Function-Value Evaluation Form from the Highway Methodology Workbook Supplement), Wetland Determination Data Plot Forms with paired upland and wetland sample data points, and the results of the stream crossing assessments. If required, the CONSULTANT will identify potential wetland mitigation opportunities either within the project corridor or the surrounding area.

- v. Stream Crossings: The CONSULTANT will identify all intermittent and perennial stream crossings within the project study limits. The CONSULTANT will complete stream crossing field data collection assessments for all tiered streams in accordance with Env-Wt 900 and any applicable NHDOT field data collection forms. The delineations at streams shall be at a minimum 100' upstream and downstream of the crossing. Data collection shall include a longitudinal profile through the crossing with relative inlet and outlet invert elevations and upstream and downstream streambed elevations. The CONSULTANT will determine the watershed size for each crossing and determine the corresponding Tier classification using the USGS Stream Stats tool. The CONSULTANT will perform Stream Crossing Evaluations in accordance with the NHDES Stream Crossing Rules Env-Wt 900 series to aid in determination of a design that meets the NHDES Stream Crossing Guidelines and/or alternative design.

c. Land-Based Resources

- i. Soils: Soil series within the study area will be mapped based on existing databases, including the distribution of prime, statewide, local, or unique farmland soils.
- ii. Active Farmlands: Active farmlands will be identified and described and if impacted the CONSULTANT shall coordinate with NRCS and complete the Farmland Conservation Rating Form.
- iii. Public and Conserved Lands: Publicly owned lands, bicycle and pedestrian trails, and privately conserved lands will be identified.

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- iv. Section 4(f) Resources: Public parks, historic sites, fish and wildlife refuges, or other areas subject to Section 4(f) will be identified.
- v. Section 6(f) Resources: Lands receiving Section 6(f) funds will be identified based on coordination with the Department of Natural & Cultural Resources (DNCR).

d. Wildlife

- i. Wildlife and Habitat: Wildlife resources will be identified with information from the NH Wildlife Action Plan and supplemented as needed by field reconnaissance and coordination with NH Fish and Game Department. The CONSULTANT shall submit any required information to NH Fish and Game as required under FIS 1000.
- ii. Fisheries: The fisheries resource information will be updated based on coordination with NH Fish and Game and the US National Marine Fisheries Service.
- iii. Threatened and Endangered Species: Threatened and endangered species information will be gathered through coordination with the NH Department of Natural and Cultural Resources, NH Fish and Game Department, and the US Fish and Wildlife Service, as well as field investigations. The CONSULTANT will use the US Fish and Wildlife Service's on-line Information for Planning and Consultation (IPaC) tool for review of identified federally-listed species, as well as the Natural Heritage Bureau's datacheck tool.
- iv. Dwarf Wedge Mussel Survey and Section 7 Consultation: The CONSULTANT shall evaluate the potential for Dwarf Wedge Mussel and their habitat to be present within tributaries to the Connecticut River that may be impacted by the project. The CONSULTANT will assist the DEPARTMENT, in concert with FHWA, in any coordination for Dwarf Wedge Mussels with the US Fish and Wildlife Service (USFWS). If State and Federally-listed mussel species are determined to likely be present within close proximity to the project impact area, provide for the appropriate efforts needed to identify the presence and relocation of State and Federally-listed mussels. The level of post-construction activities, such as monitoring to determine the effectiveness of any mussel relocations, will be determined by USFWS based

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on the numbers of mussels found during the pre-construction survey if necessary.

e. Cultural Resources (Historic):

The CONSULTANT will prepare and submit, through the DEPARTMENT, a NH Division of Historical Resources (NHDHR) Request for Project Review (RPR) form for Transportation projects or the Section 106 Programmatic Agreement Appendix A or B Certification Forms, as applicable. The CONSULTANT will be responsible to complete all National Register eligibility survey forms in accordance with NHDHR Survey Policy and Manuals. The CONSULTANT will conduct all Section 106 public outreach efforts with Consulting Parties and municipalities. If needed the CONSULTANT will prepare a effect table(s), a draft effect memo, and e106 documentation for submission to the Advisory Council on Historic Preservation and a Memorandum of Agreement for the Adverse Effect. If needed, following a determination of adverse effect, the CONSULTANT will coordinate with the DEPARTMENT, the lead federal agent, NHDHR, and Consulting Parties on appropriate mitigation.

Preparation of a Project Area Form (PAF) is assumed as a planning document for NHDHR.

f. Cultural Resources (Archaeology):

The CONSULTANT shall undertake a Phase IA Archaeological Sensitivity Assessment followed by a Phase IB Intensive Archaeological Investigation of areas of sensitivity that may be impacted by the project alternatives, if necessary. The CONSULTANT shall produce a comprehensive report indicating the results of the investigations, identifying areas of sensitivity, and presenting recommendations, if needed for Phase II Determination of Eligibility and Phase III Data Recovery. The CONSULTANT shall complete all necessary phases of archaeology as required to reach a Public Hearing, understanding that additional phases may be completed in Final Design.

Should the Phase IA investigation identify any sensitive areas that may be impacted by the design alternatives, these areas may be further evaluated through a Phase IB investigation to determine if resources are present. The CONSULTANT will provide a report in Part A to summarize Phase 1A/1B findings and recommendations. Phase II and any other archeological investigations will be included as an environmental commitment in the NEPA documentation and advanced if necessary during the Final Design of the project.

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The summary matrix will quantify the impacts of each alternative onto the project critical resources. For the purpose of the NEPA documentation, a detailed summary matrix is not anticipated. Rather, the alternatives screening and selection process will be summarized for the anticipated Non-Programmatic Categorical Exclusion.

q. Description of Proposed Action

The CONSULTANT will describe the Proposed Action in detail, including location, dimensions, traffic patterns, amenities or facilities such as pedestrian crossings, construction issues, and estimated costs. Conceptual plan, profile, and cross-section views will be included.

r. Environmental Impacts of the Proposed Action

The CONSULTANT will identify resource impacts, potential measures to minimize or mitigate impacts, and possible resource enhancements that could be achieved by the Proposed Action, for the following resources/impacts:

Land Use	Social and Economic Resources	Farmlands
Air Quality	Noise	Groundwater Resources
Surface Water Resources	Chloride Loading	Pollutant Loading (TN, TP & TSS) Water Quality BMPs
Floodplains	Wetlands	Wetland Mitigation
Wildlife/ Vegetation/ Fisheries	Threatened and Endangered Species	Parks/Recreation/Conservation Lands
Cultural Resources	Hazardous Materials/Contamination	Limited Reuse Soils Railroad Impacted Soils
Visual Resources	Environmental Justice (provided by the DEPARTMENT)	Construction Impacts
Summary of Impacts	Environmental Commitments	Invasive Species

An individual Categorical Exclusion (non-Programmatic) is assumed for purposes of the scope of work and cost. The environmental narrative accompanying the Categorical Exclusion documentation package is anticipated to be approximately 20 pages based on

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the size, type and context of the project. Mapping for the report will be limited to a topographic map and simple aerial overview (3-4 sheets). Agency correspondence and supporting materials will be provided in appendices.

The floodplain evaluation for the NEPA review will map the location of floodplain/floodway encroachments and discuss project compliance with Executive Order 11988.

Land acquisition impacts will be summarized, including any potential displacements.

A detailed analysis of neighborhoods, land use, community services, farmlands, energy and utilities is not anticipated to be required.

s. Section 4(f)

The CONSULTANT will prepare a Section 4(f) evaluation that complies with applicable Federal laws and regulations, including Section 4(f) of the Department of Transportation Act, 23 CFR 774, FHWA's *Section 4(f) Policy Paper*, and other resources as appropriate. The evaluation will include: a description of Section 4(f) resources; a description of any project "use" of the resources; an alternatives analysis, including a least overall harm analysis; measures to minimize harm; coordination activities with NH SHPO, lead Federal agency; and conclusions.

Potential historic and parkland resources potentially subject to Section 4(f) will be identified and mapped. In terms of level of effort, it is assumed that the proposed action will impact Section 4(f) resources.

t. Section 6 (f)

Section 6(f) properties will be identified, and potential impacts to 6(f) properties will be quantified. Coordination with the Department of Natural & Cultural Resources (DNCR) will occur to identify lands receiving Land and Water Conservation Fund funds. This scope assumes that there are no 6(f) properties impacted. If impacts to 6(f) properties are identified, additional coordination with DNCR would need occur.

u. Categorical Exclusion/Draft Section 4(f) Evaluation

The Draft environmental document will document the resource impacts outlined above. The environmental document will incorporate, either directly or by reference, the alternatives analysis and conclusions reached and in the subsequent selection of the Proposed Action. The document will also identify which environmental permits are required, but the actual permit applications will not be undertaken until final design. The

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Section 4(f) evaluation, resource reports, agency correspondence, and public meeting summaries will be appended. An administrative Draft will be prepared for review by the DEPARTMENT and the lead Federal agency. After comments are addressed by the CONSULTANT, the Draft environmental document will be submitted to the DEPARTMENT, the lead Federal agency, and all other parties as directed, for review. Four printed copies, an electronic copy for posting on the Department's website, and 3 CDs of the Categorical Exclusion/Draft Section 4(f) Evaluation shall be provided by the CONSULTANT. This environmental document is to be made available to the DEPARTMENT at least one month prior to the Public Hearing.

v. Categorical Exclusion/Final Section 4(f) Evaluation

It is assumed that the level of environmental study for this project will be an individual Categorical Exclusion with supporting technical documentation. The Draft environmental document package will be revised based on DEPARTMENT and FHWA comments. Two rounds of DEPARTMENT review and one round of FHWA review are anticipated. Following review of the Draft environmental document by appropriate federal, state and local agencies, and comments received at the Public Hearing, the CONSULTANT will meet with the DEPARTMENT and the lead Federal agency to review and address comments as needed. The CONSULTANT will then revise and resubmit the document. Four printed copies of the Categorical Exclusion/Final Section 4(f) Evaluation will be provided to the DEPARTMENT as well as 3 CDs of the document.

E. PUBLIC PARTICIPATION

The CONSULTANT shall support a dynamic public participation process that enhances the DEPARTMENT'S "Public Involvement Procedures for New Hampshire Transportation Improvement Projects". 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 (virtually and on-site) and draft meeting minutes. Specific tasks include:

a. Public Officials Meetings

Two Public officials meeting will be held to keep the local officials up to date on the project. The first Public Officials meeting will be very early during the data gathering stage and act as a kick-off meeting with the Town. The second Public officials meeting, if needed, would likely be between the two Public Informational meetings to update the Town on the direction of the proposed action.

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b. Public Informational Meetings

Two Public Informational Meetings will be held to involve the public and other interested parties (including any Section 106 Consulting Parties) in the project development process. The first Public Informational Meeting will take place early in the design to facilitate discussion of the reasonable range of design alternatives, while the second Public Informational Meeting will focus on the proposed action and will occur during the NEPA process prior to finalizing the Draft Environmental Document. The CONSULTANT will prepare any needed informational handouts and presentation materials, will assist with presentations as needed, and will document the proceedings.

The following graphic material will be prepared by the CONSULTANT to support the public informational meetings:

- i. First Public Informational Meeting: One existing conditions plan (roll plot format) annotated with photos/text. This plan will outline the critical corridor issues and design constraints perceived by the design team and will be used to guide discussions, elicit feedback from the public, as well as identify other potential elements of concern.
 - Up to three distinct design alternatives in roll plan format will be presented for discussion.
 - Schematic typical sections.
 - Up to six plan exhibits at other key project locations to assist with the evaluation of design alternatives.
 - Up to six exhibits for individual properties that outline elements such as right-of-way impacts, driveway locations and access management strategies. The purpose of these would be to foster discussion and confirm feasibility of the project alternatives.

- ii. Second Public Informational Meeting: A schematic colored plan will be prepared for the proposed action only (roll plot format). The format will be similar to DEPARTMENT hearing plans, but the graphic elements may be modified to enhance their presentation to the general public. This plan will identify location of proposed pavement, shoulders, BMPs, and landscaping. Typical sections shall be prepared and vertical alignments shown where changes are anticipated. Text annotation may be added to the plan to present the improvements proposed by the project (i.e. solutions to the issues identified at the first Public Informational Meeting). A traffic control narrative and construction schedule should also be prepared.

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- Handouts, as needed, for the public informational and public hearing to support the design alternative discussion. It is assumed that these handouts would be simplified versions of the graphic material used in the meetings.

The CONSULTANT shall prepare meeting minutes for distribution amongst design team members.

c. Public Hearing

A formal Public Hearing will be held at the end of Preliminary Design for layout of the proposed action and environmental document. The Consultant shall submit a Pre-Hearing plan package prior to the Public Hearing, see section L for submission requirements. The CONSULTANT will prepare any needed informational handouts and presentation materials and will assist with presentations as needed. The CONSULTANT will also assist the DEPARTMENT in formally addressing comments received through the public hearing process.

d. Project Working Group

A working group will need to be formed to include members from the Town and other influential stakeholders. This group will be used to gather feedback on project alternatives in advance of formal Public Informational Meetings. The number of meetings will depend on the number of alternatives and other project options that need to be discussed. For the purposes of scoping, assume five meetings with the Working Group.

F. GEOTECHNICAL

The CONSULTANT will complete the full geotechnical program required for the project. In support of the geotechnical program, the CONSULTANT shall complete subsurface explorations and provide engineering to include 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 (plan to be approved prior to field activities) or actual subsurface exploration locations for all structures, as well as highway design.

The CONSULTANT will notify all property owners in advance of drilling on private property either in person or via certified letter. The CONSULTANT will also coordinate with the abutting railroad for drilling operations that require flagging or a right of entry. The CONSULTANT shall notify the DEPARTMENT of all railroad coordination taking place. All costs for flagging and agreement development will be the responsibility of the CONSULTANT.

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G. GENERAL SCOPE OF WORK (FINAL DESIGN)

The CONSULTANT shall be responsible for the following:

1. All applicable environmental permits and supporting documentation, including photographs. Anticipated permits include: NHDES Major Impact Dredge and Fill, Shoreland Permit and conformance with NHDES Alteration of Terrain regulations and the NH Stormwater Management Manual.
2. The CONSULTANT'S plans shall include all commitments made in the environmental documents to the extent practicable.
3. Limited Reuse Soil – The CONSULTANT shall follow guidance developed by the DEPARTMENT for the management of Limited Reuse Soil (LRS). These soils must be managed as part of the contract and where they can be used may be limited by site constraints. This will need to be assessed at the slope and drain phase of the project.
4. Railroad Impacted Soils - The CONSULTANT shall follow guidance developed by the DEPARTMENT for the management of Railroad Impacted Soils. These soils must be managed as part of the contract and where they can be used may be limited by site constraints. This will need to be assessed at the slope and drain phase of the project.
5. Construction Impacts: The CONSULTANT shall perform, as necessary, tasks required to assess the potential construction impacts on the natural, cultural, and socio-economic resources present within the project area.

H. SCOPE OF WORK (FINAL DESIGN)

Designs shall conform to the current standards, specifications, policies and guidelines enumerated in the Federal Aid Policy Guide, Subchapter G, Part 625, or to 23 Code of Federal Regulations, Part 625 and the DEPARTMENT'S Design Manual, and most current Standard Plans for Road Construction, except as approved. The scope of work proposed by this AGREEMENT includes:

1. The CONSULTANT shall develop plans at the scale of 1" = 50', unless otherwise noted. Additionally, the CONSULTANT shall be prepared to produce intersection plans at a scale of 1" = 20' where necessary or as appropriate.
2. The CONSULTANT shall be responsible for the incorporation of environmental resource mapping, right-of-way and property line information, geotechnical information, and utility information, etc.
3. The CONSULTANT shall be responsible for the design of all permanent guide, warning and regulatory signs into the contract plans including the quantity summary sheets with guidance from the DEPARTMENT. The CONSULTANT shall be responsible for the design of

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overhead sign structure foundations, if needed, with guidance on foundation loading provided by the DEPARTMENT.

4. The CONSULTANT shall be responsible for the development of the permanent construction sign and warning device package, including the quantity summary sheets. This shall include summary sheets for relocated signs for construction sequencing.
5. The CONSULTANT shall be responsible for the design and incorporation of all pavement marking layouts, item numbers, item descriptions, and quantities.
6. The CONSULTANT shall be responsible for the incorporation of utility relocations as designed by the individual utility owner, and the review of constructability and traffic control for the contract plans.
7. The CONSULTANT shall be responsible for construction cost estimates for each major submission (Preliminary, Slope & Drain, PPS&E, PS&E) shall be completed. Estimates shall be submitted with a narrative explaining all major cost and/or quantity changes.
8. The CONSULTANT shall be responsible for preparation of presentation (colored) base plans at the Preliminary, Slope and Drain, PPS&E, and PS&E submissions.
9. The CONSULTANT will provide the existing right-of-way and abutting property information in the appropriate CAD/D format.
10. The CONSULTANT will process additional survey requests to the extent necessary to ensure continuity between and current detail model files. The CONSULTANT will be responsible for the incorporation of these files into the current detail base plans and digital terrain models (DTM). The incorporation of additional survey information shall include all drafting, labeling, detailing and field checking of the detail of all survey requests. Additional surveys may be required throughout the design process, and the CONSULTANT shall modify the design, as necessary, based upon the updated survey information.
11. The CONSULTANT shall examine which elements of design, might affect aerial and underground utilities. Any conflict between design elements and utilities shall be identified and brought to the attention of the DEPARTMENT. A special effort shall be made by the CONSULTANT to modify drainage features in order to avoid conflicts with underground utilities, as may be required, during all subsequent design phases.
12. The CONSULTANT shall furnish legible copies of the design calculations, suitably bound, and when directed, all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.
13. 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

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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.

I. UTILITIES

The utility coordination for this project will be performed by the DEPARTMENT. The CONSULTANT shall identify conflicts between the proposed design and existing utilities and 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.

J. RAILROAD

Coordination with the Railroad will be required throughout the design of this project. The CONSULTANT should plan on submissions to the Railroad operator during certain phases on design to avoid major changes during final design. This may include meetings during the alternative development to understand potential requirements of options and formal submissions during final design to finalize construction requirements and specifications.

K. RIGHT-OF-WAY

The CONSULTANT shall update and expand property research to match proposed project limits and update current property information prior to the completion of Right-of-Way (ROW) impact plans.

The Right-of-Way (ROW) procurement services necessary to complete the Right-of-Way process for this project will be performed primarily by the NHDOT with support from the CONSULTANT.

After the acceptance of the Slope and Drain plans and the resolution of all issues that could result in changes to property impacts beyond the ROW, the CONSULTANT shall prepare and submit ROW impact plans and cross section cut sheets for review by the DEPARTMENT. These plans will show the location and extent of all property acquisitions and easements.

A ROW plan impact meeting will be attended by the CONSULTANT to address questions and comments from the DEPARTMENT. After comments and revisions to the impacts are complete, the CONSULTANT shall submit final impact plans, cross sections and CAD/D files to the DEPARTMENT for use in developing the Right-of-Way plans.

After the final Right-of-Way plans are complete the CONSULTANT will be required to update proposed easements and right-of-way to match the final configuration to be shown on the right-of-way registry plans. The CONSULTANT will be responsible to record the final ROW impact plans at the registry of deeds.

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L. QUALITY CONTROL

The CONSULTANT shall be the Engineer-of-Record for this work, 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'S 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.

The CONSULTANT's designated QC member shall sign-off on each submission prior to making a submission to the DEPARTMENT. The CONSULTANT shall, upon request, provide to the DEPARTMENT any and/or all QC documentation pertaining to work efforts on the project.

M. 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. 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.

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7. Traffic count data.
8. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).

N. WORK SCHEDULE AND PROGRESS REPORTS

See Supplemental Scope of Work, Attachment B for additional detail on the services to be provided.

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.

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

O. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment.

- 1) 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

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most recent form, at each submission to document the existing conditions within the project, and to summarize the design decisions and engineering details of the proposed action.

- c) Design Exceptions: Design exceptions, if required, will be completed by the CONSULTANT.
- d) 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 Department staff and the Consultant team sharing their thoughts and suggestions on how best to advance the design. 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.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in their original format and in the format submitted to the DEPARTMENT.

P. DELIVERABLES

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

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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 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 Word (*.docx), Microsoft Excel (*.xlsx), etc.) and an electronic version in Adobe Acrobat (*.pdf) file format.

ARTICLE I

Website Information:

- a. Website Content: All external NHDOT websites created under this AGREEMENT 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 under this AGREEMENT, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. Compliance requirements can be found at <https://www.section508.gov/create/>. Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

Bridge Design Submissions: The plan submissions for bridge structures shall follow, in general, the NHDOT Bridge Design Manual and the "Instructions for Consulting Engineers Concerning Routine Procedures on Bridge Design Projects" formats prepared by the DEPARTMENT

Q. Construction Services

- a. 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.
- b. Review, check and approve all working drawings (including overhead sign structures and ITS devices) prepared by OTHERS including the construction contractors or their subcontractors subject to the provisions of Section 105 for the purpose of checking for conformance with the information given and the design concept expressed in the Contract documents.
- c. A New Hampshire Licensed Land Surveyor shall set monuments at corners and points of curvature along the proposed right of way. The type of monuments will be reviewed and approved by the NHDOT prior to installation.

R. 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 October 26, 2029.

ARTICLE I

The Final Design completion date shall coincide with the construction contract award of the project, currently estimated to be August 30, 2027. After this date only Construction services shall be permitted.

ARTICLE II

ARTICLE II – COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

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

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

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

Direct salary costs are estimated at: \$812,695

- 2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending December 31, 2021, 175.91% shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at: \$1,417,146

- 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: \$222,984

- 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

ARTICLE II

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: \$406,480

DESIGN SUBTOTAL \$2,859,305.00

5) Construction Services

Construction services expenses are estimated at: \$100,000

AGREEMENT NOT-TO-EXCEED TOTAL \$2,959,305.00

The amount payable under categories 1), 2), and 4), 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 \$2,959,305.00, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of 16,937 hours), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

B. LIMITATION OF COSTS

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

ARTICLE II

C. PAYMENTS

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

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.

ARTICLE II

- 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 99 Realty Drive, Cheshire, CT.

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

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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:

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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

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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.

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- (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 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 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.



SLR INTERNATIONAL CORPORATION
(Company)
By: Peter C. Johnson
CORPORATE SECRETARY
(Title)

Date: AUGUST 21, 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.

AUGUST 21, 2023

(Date)

Peter C. Schwarz
(Signature)

PETER C. SCHWARZ
CORPORATE SECRETARY



Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the CORPORATE SECRETARY and duly-authorized representative of the firm of SLR INTERNATIONAL CORPORATION and that neither I nor the above firm I here represent has:

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

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined 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.

AUGUST 21, 2023

(Date)



Peter C. Johnson

(Signature)

CORPORATE SECRETARY

Attachment 4

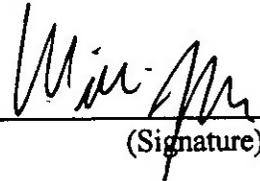
CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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):

9/13/23
(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: Peter L. Johnson
PETER L. SCHWARTZ
CORPORATE SECRETARY

Dated: AUGUST 21, 2023

CONSULTANT

By: Stephen R. Dietzko
STEPHEN R. DIETZKO
VP
(TITLE)

Dated: 8/24/2023

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Tatasha Tule

Dated: 9/13/23

THE STATE OF NEW HAMPSHIRE

By: John
Director of Project Development
DOT COMMISSIONER

Dated: 9/13/23

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: 10/2/2023

By: Sam
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 SLR INTERNATIONAL CORPORATION is a Washington Profit Corporation registered to transact business in New Hampshire on August 06, 2020. 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: 848297

Certificate Number: 0006302844



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of August A.D. 2023.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, PETER C. SCHWARZ, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
SLR INTERNATIONAL CORP. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on 12/21, 2020
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That STEPHEN R. DIETZKO (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

SLR INTERNATIONAL CORP. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: AUGUST 21, 2023



Peter C. Schwarz
(Name & Title)
PETER C. SCHWARZ
CORPORATE SECRETARY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2023

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 Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego CA 92186	CONTACT NAME: Julie Leap PHONE (A/C, No., Ext): 858-750-4533 FAX (A/C, No): 858-909-9735 E-MAIL ADDRESS: Julie.Leap@MarshMMA.com
	INSURER(S) AFFORDING COVERAGE
License#: 0H18131	INSURER A: Crum & Forster Specialty Insurance Co INSURER B: Alaska National Insurance Company INSURER C: Old Republic Insurance Company INSURER D: American Casualty Company of Reading PA INSURER E: INSURER F:
INSURED SLR International Corporation 1800 Blankenship Road, Suite 440 West Linn OR 97068	NAIC # 44520 38733 24147 20427

COVERAGES

CERTIFICATE NUMBER: 761545208

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EPK141905	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6072643657	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	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	22LWS09966 MWC31435422	12/1/2022 12/1/2022	12/1/2023 12/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (Claims Made)			EPK141905	12/1/2022	12/1/2023	\$1,000,000 Each Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Charlestown X-A004 (465) 40667 Preliminary and Final Design.

New Hampshire Department of Transportation are added as an Additional Insured and Waiver of Subrogation (WOS) are provided with respects to General Liability, Automobile Liability, and Workers' Compensation (WOS only) when required in a written and executed contract. Such coverage afforded by these policies for the benefit of the additional insured is primary and any other coverage maintained by such additional insured(s) shall be non-contributory when required in a written and executed contract.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Transportation
 7 Hazen Drive
 Concord NH 03302-0483

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED SLR International Corporation 1800 Blankenship Road, Suite 440 West Linn OR 97068	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, .
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

30 Days Notice of Cancellation applies for material reduction in coverage, non-renewal or cancellation; 10 days notice for non-payment.
Supporting endorsements attached.

INSURED: SLR International Corporation

POLICY#: EPK141905

POLICY PERIOD: 12/01/2022

TO: 12/01/2023



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

INSURED: SLR International Corporation

POLICY#: EPK141905

POLICY PERIOD: 12/01/2022

TO: 12/01/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.
- This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: SLR International Corporation</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED. EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

INSURED: SLR International Corporation

POLICY#: EPK141905

POLICY PERIOD: 12/01/2022

TO: 12/01/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

Under the Common Provisions, **SECTION VI – COMMON CONDITIONS**, the first paragraph of item 2. **Cancellation And Nonrenewal** is deleted in its entirety and replaced by the following:

This Policy may be cancelled by the First Named Insured by surrender thereof to us or by mailing to us written notice stating when thereafter the cancellation shall be effective. We may cancel or nonrenew this Policy by mailing a written notice to the First Named Insured at the address shown in the Declarations of this Policy. The mailing of notice of cancellation shall be sufficient notice and the effective date of cancellation stated in such notice shall become the end of the "policy period".

The effective dates of such cancellation shall not be less than 60 days (ten (10) days for non-payment of premium) following mailing of the notice of cancellation to the First Named Insured. The time of surrender or the effective date of cancellation stated in the notice shall become the end of the "policy period".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.