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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Materials & Research
November 21, 2023

REQUESTED ACTION

Authorize the Department of Transportation to enter into a four-year agreement with John Turner Consulting, Inc. of North Hampton, NH (Vendor Code 158313) for total fees not to exceed $400,000 for the purposes of providing materials testing and construction inspection services, from the date of Governor and Council approval, through December 31, 2027. This type of consulting agreement will be funded from the monies allocated to specific transportation-related projects. 100% Federal Funds.

Funding is available as follows for FY 2024 and 2025 and is contingent upon the availability and continued appropriation of funds in FY 2026, FY 2027 and FY 2028, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
04-96-96-963515-3054 Consolidated Federal Aid 046-500463 Consultant Services	$50,000	$100,000	$100,000	$100,000	$50,000

The Consolidated Federal Fund, AU 3054, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each particular project incurring expenses as a result of this request.

EXPLANATION

The Department requires consultant services essential to the Department's bridge and highway construction program to supplement Construction Bureau and Materials & Research Bureau staffing for their quality assurance inspection and testing efforts. This is one of three contracts that will replace agreements that expired at the end of 2021.

The Department will verify that the necessary funds are available. The combined Agreements are for an amount not to exceed that shown in the Resolution and are effective from the date of approval by Governor and Council to December 31, 2027. The Federal Highway Administration may participate in these costs depending upon the particular funding of the individual projects undertaken.

The selection process was in accordance with the Department's selection procedures for Prequalified Low-Bid Technical Service Statewide Contracts. The contract is to be administered by the Bureaus of Materials & Research and Construction.

The Department extended invitations to bid to the following prequalified firms. The November 16, 2023 bid results are as follows:

Firm	Rank	Bid Amount	Contract Amount
Prime Consulting, Inc.	A	$ 428,600.00	$ 1,000,000
R. W. Gillespie & Associates, Inc.	B	$ 595,700.00	$ 600,000
John Turner Consulting, Inc.	C	$ 606,925.00	$ 400,000
Terracon Consultants, Inc.	D	$717,375.00	----
S. W. Cole, Inc.	E	$793,675.00	----

The Agreement for the C Bidder (John Turner Consulting, Inc.) is submitted herewith. The contract is for the maximum contract amount for the C low bid firm as shown in the table above. Work assignments will be based upon lowest available bidder and project location to make the best use of these funds. The contract type of fee is a specific rate of pay at the bid hourly rate for each class of employee directly engaged in the work.

The Consolidated Federal Aid portion is 80% Federal Funds with 20% State match. Turnpike Toll Credit is being utilized for match requirements, effectively using 100% Federal Funds.

The Agreement has been approved by the Attorney General as to form and execution. A copy of the fully executed Agreement is 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 this Agreement for construction inspection and material testing services as detailed in the requested Resolution.

Sincerely,

William J. Cass, P.E.
Commissioner

WJC/pfc
Attachments

THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

AGREEMENT FOR TECHNICAL SERVICES

MATERIALS TESTING AND
CONSTRUCTION INSPECTION SERVICES

NHDOT PROJECT 41459-L

CONTRACT DATES:

FROM GOVERNOR AND COUNCIL APPROVAL

TO DECEMBER 31, 2027

CONTRACT WITH: JOHN TURNER CONSULTING, INC.
44 LAFAYETTE ROAD, SUITE 6
NORTH HAMPTON, NH 03862

NH DOT CONTACT: Joseph R. Blair
Bureau of Materials and Research
5 Hazen Drive, PO Box 483
Concord, NH 03302-0483
Telephone: (603)271-3151
Facsimile: (603)271-8700

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AGREEMENT FOR

MATERIALS INSPECTION

AND TESTING SERVICES

This AGREEMENT is made the 21st day of November in the year of 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 and DEPARTMENT, acting under Chapter 228 of the Revised Statutes Annotated, and JOHN TURNER CONSULTING, INC., principal place of business at, 44 LAFAYETTE ROAD, SUITE 6 NORTH HAMPTON, NH 03862, hereinafter referred to as the CONSULTANT.

ARTICLE I

In consideration of the undertaking of the parties hereinafter set forth, the Department hereby engages the Consultant, who agrees to render construction inspection, precast/prestressed inspection, concrete materials inspection, bituminous materials inspection, soil materials inspection, and materials testing services to the Department, which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

ARTICLE I - DESCRIPTION OF TECHNICAL SERVICES RENDERED

A. GENERAL

The CONSULTANT agrees to render services to the DEPARTMENT including, but not restricted to tasks set forth in this Contract under B: Scope of Work in accordance with conditions and terms as hereinafter set forth. The provisions of ARTICLE I are considered an outline of the required work in a general manner and should not be construed as being a final detail list of all work required of the Consultant. The Consultant shall perform incidental items necessary to accomplish the work according to NHDOT Standard Specifications as amended and standard practices.

If during the life of this agreement there are testing and inspection services required which are not covered under the bid items, new items may be negotiated.

B: SCOPE OF WORK

1. DEFINITIONS

Consultant: An individual or firm, which will furnish construction inspection and/or materials testing services.

Project: The specific section of the highway together with all appurtenances to be constructed under the construction contract.

Project Assignment Letter: A letter outlining the specifics on a project, including such items as location, starting date, expected duration, and Department Supervisor.

Engineer: The Assistant Commissioner of the Department, who is responsible for engineering supervision of the construction, acting directly or through his/her duly authorized representatives.

Department Supervisor: The individual within the Department to whom the consultant's plant inspector/tester or materials inspector/tester reports directly.

Assignment: An ASSIGNMENT assigns a consultant to a project or multiple projects, outlines his/her duties and identifies the Department Supervisor.

Plant: Contractor's or supplier's place of manufacture of construction materials.

Construction Inspector: Personnel who monitor and document contractor's work performed on Department construction projects for conformance with the specifications.

2. GENERAL DESCRIPTION

The Consultant, acting as an independent contractor, will serve to supplement the Department's staff in construction inspection, materials testing for precast/prestressed concrete, materials evaluations of existing structures, and inspection/testing of materials to be used in construction contracts in accordance with the Department's plans, specifications, standards, procedures and manuals.

The Department will assign the Consultant to the individual project or multiple projects requiring services.

The Consultant will perform construction inspection and testing of materials as directed by the Engineer. Inspection and materials testing for precast/prestressed items will typically be performed at the plant site and may also consist of inspecting products in transport. General inspection and testing of material may be at either a project or plant site. The Consultant will supply its own vehicles to provide the services outlined below for each project. For the protection of traffic, all vehicles used on the project shall be equiped with amber flashing lights or rotating lights visible from 360 degrees around the vehicle. The flashing light system shall be in

continuous operation while the vehicle is on any part of the traveled lanes, shoulders or ramps within the construction zone. All drivers of vehicles used on the project shall be furnished with written instructions concerning the manner of operation of these vehicles regarding traffic safety requirements. Specifically, these instructions shall warn against stopping on travel portions of the roadway, passing other vehicles, and using median crossovers. All work performed by consultants shall conform to all applicable NHDOT Local, State, and Federal Health and Safety Rules and Regulation.

3. DETAILED SCOPE OF WORK

a. Scope

This work consists of providing qualified personnel for construction inspection, materials inspection/testing of precast/prestressed concrete, hot asphalt mixes and the general inspection and testing of materials for highway and bridge construction projects as required by the Engineer.

This work will consist of services for individual projects or multiple projects throughout the State. Materials inspection/testing for precast/prestressed concrete occurs at many plant sites located outside of the state.

Inspectors/Testers may be utilized for other associated duties not specifically shown in this AGREEMENT, when requested by the Engineer.

Consultant laboratory testing shall be for materials delivered to an AASHTO Accredited Laboratory to be tested at Department request.

b. Term of Agreement

This Agreement period begins on the date of approval by the Governor and Council and ends on December 31, 2027.

c. Staffing

The Consultant's personnel assigned to a Plant or Project must have prior inspection and testing experience in the areas of work which they are to perform, must possess the required certification for the type of inspection or materials testing being performed AND must be

trained in the use of the Department's -Intergrated Project Development- Material Management System (*i*PD-MMS). Personnel assigned to a project or plant will be subject to prior review and approval by the Department. The Consultant will immediately notify the Department Supervisor and the Contractor of any workmanship or materials, which do not conform to specifications, and shall have no authority to direct the Contractor's operations. Personnel, as defined below and as identified in the technical proposal, shall not be replaced on the project/plant without Department approval.

The Consultant shall provide sufficiently trained personnel to adequately and competently perform the requirements of this AGREEMENT. The Consultant's personnel assigned to a particular Project shall perform all work to the satisfaction of the Engineer. Any person employed by the Consultant who, in the opinion of the Engineer, does not perform his/her work in a proper and skillful manner or is intemperate or disorderly or for any other reason, shall be removed immediately at the written request of the Engineer. Any personnel so removed will not be eligible for work at any other project/plant.

The Consultant shall provide personnel available to work whatever schedule is directed by the Engineer. Inspectors/materials testers shall be directed to check in with the Department Supervisor at the start and end of each workday, unless otherwise directed by the Department Supervisor. This check-in will include telling the Department Supervisor the start of work time and end of work time for that day.

The Consultant shall provide trained personnel for the following classifications of work:

CLASSIFICATION	MINIMUM QUALIFICATION
Soils and Aggregate Testing Technician	NETTCP Soils and Aggregate Testing Certification
Bituminous Concrete Plant Inspector	NETTCP Hot mix asphalt plant technician certification
Pre-cast/Pre-stress Concrete Inspector	PCI Level II
Field and Plant Concrete Inspector	NETTCP Concrete Technician

Construction Inspector	Four years experience in construction inspection and in managing construction projects. Applicable certification as NETTCP Concrete Inspector, Hot Mix Asphalt Paving Inspector, Soils And Aggregate Inspector*

NETTCP - New England Transportation Technician Certification Program

PCI - Precast Concrete Institute

* Or other experience and education acceptable to the Department

The consultant shall be at the Project/Plant full-time or as otherwise authorized by the Engineer.

At the time of bidding, the consultant shall have a minimum of seven certified personnel, and shall maintain this level of staffing throughout the life of the contract. The consultant's personnel shall maintain a minimum of the following certifications:

1. One Precast/Prestress Concrete Inspector.
2. Two Soils and Aggregate Testing Technicians
3. One Bituminous Concrete Plant Inspector
4. Two Field and Plant Concrete Inspectors
5. One Construction Inspector

Failure to maintain this level of staffing may result in forfeiture of the contract.

Employment of Consultant personnel may be terminated at any time their services are no longer required. The Department reserves the right to reassign personnel to various projects as needed.

Compensation for time worked under terms of this AGREEMENT shall begin and end at a specified Project Office or materials production plant. Travel may be required. Travel time in excess of one hour per day will be paid for travel to all initial destinations, whether in state or out of state. Travel time (hrs) shall be calculated as (Travel Miles / 50MPH). Once at a work site, the time required to travel to another work site, to perform requested duties, will be paid. Travel and per diem policies are outlined in Article II.

The Consultant shall comply with all current Federal, State, and local laws and regulations while performing work for the Department.

All inspectors and materials testers must be prequalified by the Department prior to being utilized under this agreement. Copies of certification documents, home addresses for purpose of mileage charges, and experience summaries must be submitted for each inspector/tester being proposed by the Consultant three weeks prior to starting work each calendar year.

When the consultant proposes to add inspectors/testers in addition to those approved under this contract, they should do so in writing to the Department with certification documents included. A revised listing of all inspectors/testers utilized under the agreement will be provided for each such request in the format shown in Appendix A.

At the Department's request all materials testers will participate in an independent assurance program with the Department. This will constitute an annual evaluation of each tester by a Department Independent Assurance Tester for each test performed. The evaluation will be accomplished through split samples, which will be compared for testing tolerance conformance. It is the responsibility of the tester to comply with this requirement. Materials testers not proficient in their work will not be allowed to continue to test for the Department.

The Department reserves the right, to direct the assignment and the reassignment, of personnel as deemed necessary to provide services to meet the requirements of the Department.

The Department reserves the right to reject any Consultant Personnel at any time.

d. Pre-cast Concrete Inspection:

The Consultant shall be responsible for inspecting the precast/prestressed work, including loading prior to shipment and after delivery; and the production, hauling and placement of highway related materials to ensure compliance with the Project plans and specifications.

e. Materials Testing:

The Consultant shall be responsible for the following:

1. Field and/or plant testing of Soils-Aggregate Materials.
2. Plant production inspection and product testing of bituminous concrete.
3. Plant production inspection and product testing of Portland cement concrete.
4. Field inspection and testing of Portland cement concrete.
5. Plant inspection and testing of precast/prestressed concrete.
6. Construction inspection.
7. Tensile strength testing of steel mechanical connections and of steel reinforcing bars.

Construction inspection responsibilities include the direct observation, measurement and/or testing of ongoing or completed project work to ensure conformance with the project plans, contract provisions, standard plans, and standard specifications as amended. The Inspector shall complete and maintain field notebooks, sketches, test reports within *i*PD MMS, daily reports, record plans and payment records as necessary to document the work and to provide a basis for payments to the Contractor. The Inspector must be familiar with the NHDOT Standard Specifications, knowledgeable in inspection practices and pertinent regulations, and capable of generating records according to Department guidelines.

Responsibilities for the Construction Inspector shall include, but are not necessarily limited to, the physical checking of materials and workmanship for one or more of the construction activities outlined below on the project. The Construction Inspector performs various material tests as required by specifications, measures dimensions, computes quantities and completes field notes. The Construction Inspector must be knowledgeable in inspection practices and pertinent regulations, and must be capable of generating records according to Department guidelines. These duties shall be performed under the direct control and guidance of the Department Supervisor.

The following is a partial list of construction activities associated with construction inspection services:

1. Inspection of the production, hauling and placement of highway related materials.
2. Inspection of soil or rock excavations, and soil or rock fill construction.
3. Inspection of roadway base and subbase construction, including checking line and grade and slope construction.
4. Inspection of drainage work including pipe and structure installation, ditchline grading, detention/retention area construction, etc.
5. Inspection of utility construction for sewer, water, electricity, gas, etc.
6. Inspection of temporary and permanent erosion control measures and structures.
7. Inspection of traffic signs, traffic pavement markings and symbols, and traffic signal installations.
8. Inspection of bridge and building demolition.
9. Inspection of paving, resurfacing and pavement repair.
10. Inspection of guardrail, fence and other linear barriers.
11. Inspection of land clearing and landscaping.
12. Inspection of bridge substructure, including foundation preparation work, and bridge superstructure work.
13. Inspection of non-bridge structures such as retaining walls, overhead signs, sound walls, sidewalks, etc.
14. Inspection of traffic control procedures and devices.
15. Inspection of erosion and sediment control Best Management Practices (BMP's).

Construction inspection includes administrative duties related to assisting Department personnel in administering and execution of the construction contract, and the inspection of multiple, simultaneously occurring construction activities using assigned personnel or consultant services. Daily reports and permanent project records shall be completed by the Construction Inspector, who shall exercise independent actions in administration of the contract, while working under the general supervision of the Department.

All tests are to be completed in accordance with the latest NHDOT, AASHTO, or ASTM Test Method as applicable, and the Department's Construction Manual. Testing of Construction Materials shall be performed at the project or plant site during the time billed. There will be no additional payment for the testing. The Consultant is responsible to insure that all acceptance testing assigned to be performed by the Consultant is done in accordance with the Minimum Testing Requirements for the Project. The Department will typically perform Independent Assurance testing. However, should this service be requested, the Consultant may not perform Independent Assurance testing on their own staff.

Sampling for project acceptance will be completed by the Consultant. Mix designs for Portland Cement and Bituminous Concrete will be approved by the Department's Bureau of Materials and Research.

The Consultant shall not provide any services for the Contractor and or materials suppliers on projects where they have employees working under this AGREEMENT. Furthermore, during the **Time Periods Charged** for work performed under this agreement the CONSULTANT inspector/testers shall not provide or bill for services to any other agency and/or company.

f. Field testing facilities shall be provided by the Contractor or suppliers for the use of materials testing technicians, and/or plant inspectors as described under the pertinent items of the NHDOT Standard Specifications as amended.

g. Equipment furnished by the CONSULTANT

Standard equipment includes hard hats, reflective vests, gloves, coveralls, safety glasses, hearing protection, thermometers, six-foot rules, hand levels and calculators. In addition, the Consultant shall provide the following equipment according to the required activity:

1. Mobile telephones – Assigned inspectors/technicians shall be equipped with mobile telephones. The Consultant will provide the Department with mobile telephone numbers at the time of their assignment.
2. Field and/or plant testing of Soils-Aggregate Materials – 16" (406-mm) Diameter #4 (4.75-mm) sieve; 70-lb. (32-kg) capacity platform scale, 0.01-lb. (0.005-kg) sensitivity; round-ended and square-ended shovels, and a crowbar.
3. Field and plant inspection and testing of Portland cement concrete and precast concrete products -- slump test set, AASHTO T-119; Type B air meter, AASHTO T-152; 70-lb. (32-kg) capacity platform scale, 0.01-lb. (0.005-kg) sensitivity; 5/8" (15-mm) diameter tamping rod, 24" (600-mm) long; shovel and squared trowel, 6" (150-mm) minimum.
4. Appropriately sized tamping rod for use in fabricating concrete cylinders.
5. Nuclear Density Gauges - A nuclear density gauge will be furnished for the density testing of soils and/or hot mixed asphalt pavements. Gauge users must be licensed to operate nuclear density gauges. The CONSULTANT is responsible to ensure that operators are in compliance with all State and Federal regulations for the use of nuclear density gauges. At a minimum, nuclear gauges shall be calibrated at the frequency recommended by the manufacturers and leak tested at intervals not to exceed six (6) months. Calibration records and required safety checks, including current copies of leak tests, shall be kept with the nuclear gauge at all times.
6. Laptop Computers - Plant inspectors and materials testers will be furnished with laptop computers. Computers shall be compatible with NHDOT software for uploading materials test data to the Department's web-based *i*PD MMS database and preparation and emailing of information to the NHDOT laboratory.

The CONSULTANT shall furnish the equipment listed above at no additional cost to the DEPARTMENT. Scales and air meters shall be calibrated on a routine basis.

h. Consultant Laboratory Testing

Testing under this provision is to supplement the Department's Laboratory testing program and shall be performed at the request of the Department. Each test listed below shall be performed at an AASHTO Accredited Laboratory and shall be on a cost-per-test basis. Test results shall be logged into the Department's *i*PD MMS database and/or provided to the requester of the service via telephone or fax within twenty-four (24) hours, or within an agreed-to period, from time of sample delivery.

Test Description	Test Method
Concrete Cylinder Strength	AASHTO T 22
Coarse Aggregate Gradation	AASHTO T 27
Fine Aggregate Gradation	AASHTO T 27
Maximum Dry Density of Soil	AASHTO T 99
Material finer than #200 Sieve in Mineral Aggregate By Washing	AASHTO T11

Other tests may be added under this contract at agreed prices.

Additionally, each laboratory tester will be required to participate in an Independent Assurance Testing Program with the Department on an annual basis. This would consist of either an observation of each test by a Department Independent Assurance Tester or a split sample for each test. Split samples would involve each party testing a portion of the same sample, followed by a comparison of results. Testers who do not meet the Department's proficiency criteria for the tests specified will not be qualified to perform work for the Department.

i Documentation:

The Consultant shall be experienced in construction materials inspection/tests/documentation and reporting.

The Consultant shall complete, maintain, and keep separate, distinct records and files for each construction Project as directed by the ENGINEER. Standard Department forms shall be used.

The Consultant shall maintain an individual inspector's diary, as directed by the ENGINEER, which shall record the progress of the inspector's work.

The consultant shall prepare and submit two copies of a report for all pre-cast/pre-stress inspection assignments, which shall include test results, inspector's daily log, materials reports, shop drawings, placement and curing information and all other information pertinent to the quality of the product.

The Consultant agrees to cooperate fully with the Department and to maintain and protect complete construction records at the project field office and/or the Bureau of Materials & Research for review, use and approval at all times. These records, upon request, shall be transferred to the custody of the Department when the Consultant has completed the assignment.

The Consultant shall be available to assist the Department in the processing of any Project claims or lawsuits until the Contractor's acceptance of the final estimate.

C. NONE

D. WORK SCHEDULE

The CONSULTANT shall complete the services without delay unless unable to do so for causes not under its control.

Consultants employed under the terms of this AGREEMENT shall be available to begin work within one week of the receipt of a Project Assignment Letter.

Close coordination between the CONSULTANT and the DEPARTMENT shall be maintained at all times.

A project conference between the Department Supervisor and the Consultant may be required as determined by the Engineer before the assigned work is started to ensure that the CONSULTANT is in compliance with the DEPARTMENT`s requirements. Lead time required to perform all necessary checks prior to the start of operations shall be agreed on.

E. BLANK

F. DATE OF COMPLETION

The date of completion for technical services assigned under this agreement shall be March 31, 2028.

ARTICLE II - COMPENSATION OF CONSULTANT FOR SPECIFIC RATES OF PAY

The work required under the terms of this AGREEMENT shall be paid for in accordance with the following schedule and stipulations:

A. GENERAL FEE

The total cost of all work, expenses and profit under this AGREEMENT shall not exceed $400,000.00. The CONSULTANT shall note that no payments will be made for work, expenses or profit, whether authorized or not, exceeding the total amount.

The contract bid is only an estimate to establish unit prices and the actual work may vary with no change in unit prices for the duration of this agreement.

B. HOURLY RATES

Total hourly rates as shown in the bid documents, which include all charges attributed to direct costs, fringe benefits, payroll taxes, overhead and profit shall be used in billing for all work done under this AGREEMENT. The hourly direct labor rate for all classifications shall be as bid for the duration of this contract. Consultant employees shall be compensated a minimum of 4 hours per day for each day worked. The price for straight time per Consultant employee per hour shall be for the first forty (40) hours worked including paid travel time per week under this agreement. Overtime will be paid per Consultant employee per hour for the remaining hours in any week. The overtime rate for all classifications shall be as bid for the duration of this contract. Time Billed shall be to the nearest 1/4 hour.

Payment for preparation of pre-cast/pre-stress inspection reports will be paid under item 1.1. Precast/Prestressed Concrete Inspection.

C. HOLIDAYS

Consultant will be compensated for work performed on holidays as defined in the NHDOT Standard Specifications at the overtime rate for all classifications as bid for the duration of this contract.

D. LABORATORY TESTS

Payment for laboratory testing done in the Consultant's laboratory, Under Article I B Scope of Work Section 3, i, will be at the rate as bid. The fee includes labor, equipment, and data entry of test results into the Department's iPD MMS database or presentation of the results as hardcopies.

E. BLANK

F. DIRECT EXPENSES

Cost items (direct expenses) such as telephone, tolls, sepia reproduction and xerographic reproduction shall be billed at actual cost. The reimbursable costs for mileage shall be as shown in The General Services Administration (GSA), Regulation 41 CFR Part 301-4. The reimbursable costs for lodging shall be the actual expense as shown by receipt, but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The reimbursable costs for meals shall be $35.00 per diem. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. In-state travel will be compensated at the actual mileage traveled by the most direct route.

Travel from out of state to a work site within state will be paid for at the actual mileage traveled from the state line to the work site by the most direct route.

Out of state inspection/testing for precast/prestressed facilities will be paid for at the actual mileage traveled by the most direct route.

For testing at asphalt plants, concrete plants or aggregate sources located out of state, the following will apply. If traveling from in state, the actual mileage by the most direct route will be paid. If traveling from out of state the lesser of the following will apply; a) actual distance traveled by the most direct route or b) computed mileage from Concord, NH to the facility by the most direct route.

Any dispute on the amount of mileage traveled will be resolved using the New Hampshire Mileage Reference Map, prepared by the NHDOT Bureau of Transportation Planning.

G. UPSET LIMITS

When assigning work for multiple days at distant locations, the Department may elect to pay the lesser of the cost: 1) of repeated overnight travel and mileage, or 2) of meals and lodging. The determination will be made by estimating the value of travel time (perhaps at an overtime rate) and mileage reimbursement and comparing against the value of lodging and meal per diem. The following formulas will be used to make the comparison.

Travel Option: [Round-trip Mileage x Mileage Rate] + [[Travel Miles / 50MPH – 1] x Labor Rate] =

Lodging Option: Lodging + Per Diem =

H. PAYMENTS

Payments on account for services rendered under this AGREEMENT will be made by the DEPARTMENT, based on a completely itemized, project-by-project bill submitted on a monthly basis by the CONSULTANT. Project bills shall list the project name, number, and Department Supervisor's name and signature. In addition, a monthly schedule shall be submitted for all employees utilized under this agreement, with a chronological listing of days worked, accompanied by the project number(s) and hours charged to each.

All billing shall be submitted within sixty (60) days from the date the service was rendered. Invoices submitted after the sixty (60) day time period will not be paid. Receipts for lodging and all other costs (excluding meals allowance) are required. Credit card receipts for lodging are not acceptable.

I. RECORDS - REPORTS

The CONSULTANT shall maintain adequate cost records for all direct expenses billed under this AGREEMENT. All records, photographs 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 voucher payment 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 Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.
(This section blank)

B. CONTRACT PROPOSALS
(This section blank)

ARTICLE IV

ARTICLE IV - SPECIAL PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the Standard Specifications for Road and Bridge Construction and Construction Manual of the State of New Hampshire, Department of Transportation, and the Standard Specifications for Highway Bridges of the American Association of State Highway and Transportation Officials and all applicable AASHTO and ASTM standard test methods and amendments thereto, or other professional codes or standards applicable to the services to be performed under this AGREEMENT.

B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of 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 44 Lafayette Roade, Suite 6, PO Box 953, North Hampton, NH 03862.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

   The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the

CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. 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, employee, 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 therefore except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,

2. 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 in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

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.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to meet the staffing requirements of 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 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 negligent acts or omissions of the

CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

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

3. Insurance

a. Required Coverage

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

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

2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than $500,000 combined single limit; and

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

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

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G. shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days 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 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 his Contract. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE. Any claim brought under or relative to this agreement shall be brought in the Courts 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. If any part of this AGREEMENT is held unenforceable for any reason, the remaining portion of this AGREEMENT shall remain in full force and effect, and shall be carried out in a manner that is consistent with the intentions of the parties hereto.

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that he cannot comply with one or more of the completion dates specified in this agreement, it shall be the CONSULTANT'S responsibility to notify the Department in writing at least thirty (30) 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. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) and, for contracts in excess of $10,000, 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.

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 (Amended) shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 23 (Amended) apply to this AGREEMENT.

2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its Consultants agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 (Amended) have the maximum opportunity 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 23 (Amended) to ensure that disadvantaged business enterprises have the maximum 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, national origin, or sex in the award and performance of DOT - assisted agreements.

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 DEPARTMENT, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

ATTACHMENTS

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, JOHN TURNER CONSULTING, INC., hereby certifies that he 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.

John Turner Consulting
(Company)

By: _____

President
(Title)

Date: 11/21/2023

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 bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which 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 contractors and subcontractors 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 contractor submits a report covering the delinquent period or such other period specified by the Contract Compliance, U.S. Department of Labor.

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

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CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the President and duly-authorized representative of the firm of JOHN TURNER CONSULTING, INC., and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, 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 our 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 our 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 be indicated, convicted or have 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 applied, 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.

11/21/2023
(Date)

(Signature)

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Commissioner 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.

(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):

11/21/23
(Date)

(Signature)

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.

Appendix A

New Hampshire Department of Transportation
Special Statewide Materials Inspection and Testing Consulting Agreement
Special Statewide Project No.

EMPLOYEE CLASSIFICATION SCHEDULE

Consultant Name: **John Turner Consulting, Inc.**
Street Address: **44 Lafayette Road, Suite 6, PO Box 953**
City, State, Zip Code: **North Hampton, NH 03862**

Employee	Employee Classification					
	1	2	3	4	5	6
Adam Allen	X	X	X	X		
Chris Cote	X	X		X		
Brian Fletcher	X	X	X		X	
Seth Fout		X	X	X		
Harper Keenan	X	X	X	X		
Shaun Kerr	X	X	X	X		
John McCarthy		X	X	X		
Joseph Rich	X		X			
Travis Muirhead		X	X		X	

Key to Employee Classification

1. Precast/Prestressed Concrete Inspector/Tester
2. Soils Testing Technician
3. Bituminous Concrete Plant Inspector/Tester
4. Field and Plant Concrete Inspector/Tester
5. Construction Inspector

Submitted by: _____ Date: November 14, 2023

John D. Turner, President

SEAL AND SIGNATURE PAGE

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

(SEAL)

Consultant

WITNESSES TO THE CONSULTANT:

By: _____

Controller

Dated: 11/21/2023

CONSULTANT

By: _____

President (Title)

Dated: 11/21/2023

Department of Transportation

THE STATE OF NEW HAMPSHIRE

By: _____

DOT Commissioner

Dated: 11/21/23

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: 12/27/23

By: _____

Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State

CONTRACTOR'S BID SHEET

NHDOT Projects 41459-G, 41459-H, 41459-I

Materials Testing And Construction Inspection Services

ITEM NOS.	QUANTITY	ITEMS AND UNIT PRICES BID IN WORDS	UNIT PRICES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
1.1	2850 hr.	Precast/Prestressed Concrete Inspection, Straight Time AT Eighty-five dollars and zero cents _____ DOLLARS _____ PER HR	$85	00	242,250	00
1.2	150 hr.	Precast/Prestressed Concrete Inspection, Overtime AT One hundred ten dollars and zero cents _____ DOLLARS _____ PER HR	$110	00	$16,500	00
1.3	950 hr.	Bituminous Testing and Inspection, Straight Time AT Sixty dollars and zero cents _____ DOLLARS _____ PER HR	$60	00	$57,000	00
1.4	50 hr.	Bituminous Testing and Inspection, Overtime AT Seventy-five dollars and zero cents _____ DOLLARS _____ PER HR	$75	00	$3,750	00
1.5	3325 hr.	Concrete/Soils Testing and Inspection, Straight Time AT Seventy dollars and zero cents _____ DOLLARS _____ PER HR	$70	00	$232,750	00
1.6	175 hr.	Concrete/Soils Testing and Inspection, Overtime AT Eighty dollars and zero cents _____ DOLLARS _____ PER HR	$80	00	$14,000	00

1.7	475 hr.	Construction Inspector, Straight Time AT Fifty-five dollars and zero cents _____ DOLLARS _____ PER HR	$55	00	$26,125	00
1.8	25 hr.	Construction Inspector, Overtime AT Seventy dollars and zero cents _____ DOLLARS _____ PER HR	$70	00	$1,750	00
2.1	100 ea.	Concrete Cylinder Strength AT Fifteen dollars and zero cents _____ DOLLARS _____ PER EA	$15	00	$1,500	00
2.2	25 ea.	Coarse Aggregate Gradation AT Thirty dollars and zero cents _____ DOLLARS _____ PER EA	$30	00	$750	00
2.3	25 ea.	Fine Aggregate Gradation AT Thirty dollars and zero cents _____ DOLLARS _____ PER EA	$30	00	$750	00
2.4	25 ea.	Maximum Dry Density of Soil AT One hundred thirty dollars and zero cents _____ DOLLARS _____ PER EA	$130	00	$3,250	00

2.5	25 ea.	Material finer than #200 Sieve in Mineral Aggregate by Washing AT Thirty dollars and zero cents _____ DOLLARS _____ PER EA	**$30**	**00**	**$750**	**00**
2.6	20 ea.	Tensile Strength of steel mechanical connectors *½" x ½" x 4" minimum, 6" minimum length for tubing AT One hundred forty-five dollars and zero cents _____ DOLLARS _____ PER EA	**$145**	**00***	**$2,900**	**00**
2.7	20 ea.	Tensile Strength of steel reinforcing bars *up to ¾" diameter, minimum 14" length required AT One hundred forty-five dollars and zero cents _____ DOLLARS _____ PER EA	**$145**	**00***	**$2,900**	**00**
		Grand Total **$ Six hundred six thousand nine hundred twenty-five**			**$606,925**	**00**

Company:	**John Turner Consulting, Inc.**
Signature:	
Date:	**November 14, 2023**

John Turner Consulting, Inc.

Certificate of Vote

I, Rebecca Rapazzo hereby certify that I am the duly elected Controller of John Turner Consulting, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on November 21, 2023 at which a quorum of the Board was present and voting.

VOTED:

The purpose of this meeting was to name those persons within the corporation who are authorized to sign documents on behalf of the corporation for the Materials Testing and Construction Inspection Services (Project 41459L).

RESOLVED, that the following persons are authorized to sign, as indicated:

John D. Turner, President and Asher Anderson, Senior Vice President for all purposes. All document authors for the purpose of technical reports.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of November 21, 2023 and that, John D. Turner and Asher Anderson are the duly elected President and Senior Vice President, respectively, of this corporation.

Attest:

Date: November 21, 2023

Becky Rapazzo, Clerk/Secretary

CORPORATE SEAL

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 JOHN TURNER CONSULTING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on October 03, 1997. 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: **279565**
Certificate Number: **0006347572**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of November A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2023

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
Cross Insurance
75 Portsmouth Blvd.
Suite 100
Portsmouth NH 03801

CONTACT NAME: Portsmouth Certificates
PHONE (A/C, No, Ext): (603) 812-2600 FAX (A/C, No): (603) 570-1073
E-MAIL ADDRESS: portsmouth.certificates@crossagency.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Phoenix Ins Co	25623
INSURER B :	Travelers Indemnity Co	25658
INSURER C :	Travelers Prop. Cas. Co. of America	25674
INSURER D :	Travelers Casualty & Surety Co.	19038
INSURER E :	Pacific Insurance Company	10046
INSURER F :	Great Midwest Insurance Company	18694

INSURED
John Turner Consulting Inc
(See Supplemental Page for Additional Named Insureds)
44 Lafayette Road, Suite 6
North Hampton NH 03862

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master/JTC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	P-630-9N221189-PHX-23	10/30/2023	10/30/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	810-9N222033-23-43-G	10/30/2023	10/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUP-9N222948-23-43	10/30/2023	10/30/2024	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-1X511381-23-43-G	10/30/2023	10/30/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Professional & Pollution & Cyber Coverages - On Supplemental Pages	Y	Y	See Supplemental Pages				

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

[Job #: Job Type: Statewide On-Call 16551H and 16551E]
New Hampshire Department of Transporation (NHDOT); and the State of New Hampshire are Additionally Insured with respect to the General Liability (GL), Auto Liability (AL), Pollution/Professional Liability (PL) and Umbrella Liability (UL) as required by written executed contract with the above named insured. GL, AL, and UL coverage applies on a Primary and Non-contributory basis in favor of the Additional Insureds as required by written executed contract. UL follows form. GL includes Additional Insured for Ongoing & Completed Operations in favor of the additional insureds as required by written executed contract. Waiver of Subrogation applies in favor of the Additionally Insureds under the GL, AL, UL, and PL as required by written executed contract and where permitted by law. See attached endorsements. Insurance afforded by the policies described herein is subject to all the terms, exclusions, warranties

CERTIFICATE HOLDER

NH Department of Transportation
Bureau of Finance & Contracts
7 Hazen Drive
Concord NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00196486

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Cross Insurance	John Turner Consulting Inc. dba JTC Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

and conditions of such policies.

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Additional Named Insureds

Other Named Insureds	
Harper Environmental Associates	Additional Named Insured
Fessenden Geo-Technical LLC	Additional Named Insured

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Cross Insurance	John Turner Consulting Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Contractors Professional & Pollution Coverages:
Lead Policy -
Insurer Letter: E
Insurer: Pacific Insurance Company, LTD
Policy Number: 83 OH 0477896-23
Policy Term: 10/30/2023 - 10/30/2024
Each Claim Limit of Insurance: $3,000,000
Aggregate Limit of Insurance: $3,000,000

Contractors Professional Pollution Follow Form (Excess) Policy -
Insurer Letter: F
Insurer: Great Midwest Insurance Company
Policy Number: HPRO-CX-GM-0000368-01
Policy Term: 10/30/2023 - 10/30/2024
Excess Professional/Pollution Limit: $2,000,000

Cyber Liability Policy
Insurer: Twin City Fire Insruance
Policy Number: 04 KB 0412209-23
Policy Term: 10/30/23 to 10/30/24
Aggregate Limit of Insurance: $1,000,000

Worker's Compensation: 3a States: MA, ME, NH, NY, RI, CT, SC & VT. John Turner is excluded from the Workers Comp.

Professional/pollution is not included as underlying coverage on the umbrella policy.

GL Ongoing and Completed Operations - Provided by Forms CG D3 61 03 05 and CG 20 37 07 04 with amendments included.

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