



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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William Cass, P.E.
Commissioner

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Assistant Commissioner
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Deputy Commissioner

Bureau of Highway Design
May 29, 2024

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 GM2 Associates, Inc., Concord, NH, Vendor #163283, for an amount not to exceed \$1,301,601.52, for final design and associated environmental services to replace a red-listed bridge in the Town of North Hampton, NH, effective upon Governor and Council approval through December 1, 2028. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2025 and is contingent upon the availability of funds in State FY 2026, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	<u>FY 2025</u>	<u>FY 2026</u>
04-096-96-963515-3054		
Consolidated Federal Aid		
046-500464 Gen Consultants Non-Benefit	\$800,000	\$501,601.52

EXPLANATION

The Department requires final design services including professional engineering and environmental consulting services for the replacement of a red-listed bridge in North Hampton, NH. This agreement is included in the State's Ten-Year Transportation Improvement Plan (North Hampton 24457).

On December 3, 2014, the Governor and Executive Council authorized the Preliminary Agreement (Item 34, copy attached) to address the Red List bridge carrying US Route 1 over former B&M Railroad and determine the improvements to the two adjacent intersections of North Road and US Route 1 in the Town of North Hampton. The Department reserved the right to either negotiate a scope and fee for the Final design services or terminate the contract. Since the firm of GM2 Associates, Inc. has satisfactorily completed the preliminary design services for this project, the Department proposes to continue with this firm to perform the final design.

Final Design services include project final design, permit applications, contract plans, specifications, special provisions, and estimates of quantities and costs, and construction services for the North Hampton 24457 project, which involves replacement of the red-listed bridge (Br. No. 148/132) carrying US Route 1

over the former Pan Am railroad corridor and improve the intersections of North Road to the east and west of US Route 1 in the town of North Hampton, NH.

Based on the successful performance to date, the Bureau of Highway Design requested and received approval to continue with the Consultant for Final Design and Construction Services. The Consultant Committee met on February 22, 2018, and after considering their past performance, current workload with the Department, and suitability for this assignment, the Committee voted to recommend that the Consultant be retained to continue with Final Design for this project.

GM2 Associates, Inc., has agreed to furnish the professional engineering services for an amount not to exceed \$1,301,601.52 for the Final Design effort. 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 after 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, PE
Commissioner

Attachments

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ATTACHMENTS

- A. **SCOPE OF SERVICES FOR FINAL DESIGN** Prepared by (Prepared by GM2 dated May 6, 2024).

AGREEMENT EXECUTION ATACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
6. SIGNATURE PAGE
7. CERTIFICATION OF GOOD STANDING
8. CERTIFICATION OF AUTHORITY/VOTE
9. CERTIFICATION OF INSURANCE

NORTH HAMPTON
X-A002(909)
24457
FINAL DESIGN

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 5th day of June in the year 2024 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 GM2 Associates, Inc., with principal place of business at 115 Glastonbury Blvd., in the City of Glastonbury, State of Connecticut, and NH Office at 197 Loudon Road, Suite 310, in the City of Concord, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to replace the red-listed bridge (Br. No. 148/132) carrying US Route 1 over the former Pan Am railroad corridor and improve the intersections of North Road to the east and west of US Route 1 in the town of North Hampton, NH.

The DEPARTMENT intends to have prepared for said project final design, contract plans, specifications, special provisions, and estimates of quantities and costs. These services are outlined in the CONSULTANT'S scope assumptions and fee proposal dated May 6, 2024, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

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ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves the rehabilitation of existing bridge (Br. No. 148/132) carrying US Route 1 over the former Pan Am Railroad in the Town of North Hampton. The project begins 300' south of the existing North Road (west) and continues northerly approximately 1,200', ending approximately 600' north of the existing North Road (east) intersection. North Road (west) will be reconstructed and realigned to improve the intersection with US Route 1 and the limits of work will extend approximately 300' west of US Route 1. North Road (east) realignment and reconstruction will extend approximately 700' east of US Route 1 and includes a driveway extension. The bridge over the railroad was built in 1935 and is a single span concrete tee beam superstructure. The abutments and wing walls are granite block and may be rehabilitated following the CONSULTANT's substructure analysis. The anticipated bridge scope will replace the existing superstructure with steel girders and concrete deck. The existing US Route 1 is three (3) lanes, one lane in each direction with a center two-way left-turn lane with variable width shoulders, and North Road (east & west) is a two-lane roadway with variable width shoulders. Traffic control for the bridge work will include closure of the bridge and utilizing Accelerated Bridge Construction techniques to expedite construction. A Smart Work Zone may be required for the construction contract to inform through traffic on US Route 1 of potential delay.

B. SCOPE OF WORK (GENERAL)

The scope of the work requires the CONSULTANT to complete National Environmental Policy Act (NEPA) and Federal Highway Administration (FHWA) approvals and the Final Design and permits for the North Hampton 24457 project. Preparation of permits, contract plans, specifications, and estimates for the layout described above, as approved in the Report of the Commission, and in accordance with the Article I specific scope of work and ATTACHMENT A of this AGREEMENT. All plans, calculations, etc. shall be submitted using Imperial Units.

The CONSULTANT will update the plans to reflect changes from the Public Hearing and public comment in fulfilling obligations of the Report of the Commissioner, which resulted in shortening the project limits at the southerly end of the project. The revisions require and reevaluation of resource impacts and successful NEPA approval.

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In addition, Public Involvement is required between the DEPARTMENT and the Town of North Hampton, utility owners, and stakeholders of the US Route 1 and former Pam Am Railroad corridor. The CONSULTANT shall be prepared to support such efforts as required. Responsibilities of the CONSULTANT team are included in the specific scope of work sections below and ATTACHMENT A.

C. SCOPE OF WORK (GEOTECHNICAL)

The DEPARTMENT anticipates completing the full geotechnical program required for the project. In support of the DEPARTMENT's geotechnical program, the CONSULTANT shall 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 or actual subsurface exploration locations for all bridge structures, as well as highway design elements, to include but not be limited to water quality BMP's, roadways, retaining walls, box culverts, etc.

No geotechnical work by the CONSULTANT is anticipated.

D. SCOPE OF WORK (ENVIRONMENTAL)

The CONSULTANT'S plans shall include all commitments made in the environmental documents, to the fullest extent practicable. The CONSULTANT shall be responsible for the following:

1. NEPA – The Draft Categorical Exclusion and Section 4(f) Evaluation will be updated to include new/updated resource information, design changes, and substantive comments provided as testimony to the Public Hearing. The revised document will be provided to NHDOT for review. Comments will be addressed, and the final document will be provided to NHDOT for distribution to FHWA for final legal sufficiency review. FHWA comments will be addressed by the CONSULTANT and the final Categorical Exclusion/Section 4(f) Evaluation will be prepared. Six (6) hardcopies and an electronic version will be provided to NHDOT.
2. Wetlands Permitting - Preparing all applicable applications for the purpose of obtaining environmental permits along with all required application supporting documentation. Anticipated permits include: NHDES Major Impact Dredge and Fill Permit, and US Army Corps of Engineers Section 404 New Hampshire General Permit (GP). The information will be included in the Project Proposal for the Contractors' use during the bidding period.

To assist with permitting of the project, the CONSULTANT will review the preliminary plans with NHDOT and the resource agencies at a Natural Resource Coordination Meeting. The project is expected to require a NHDES Wetlands permit, and the CONSULTANT will prepare

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permitting documents through the DEPARTMENT for successful filing with the NHDES Wetland Bureau.

The CONSULTANT shall be responsible for the development of erosion control plans substantially conforming to (NHDES) PART Env-Wt 501.02 to include existing and finished grade contours at 2-foot intervals, and erosion control strategies for the completed project condition identified in ATTACHMENT A.

The CONSULTANT shall address mitigation requirements per Env-Wt 800 and will coordinate with NHDOT to find ways to reduce mitigation through project design and will participate in mitigation discussions with NHDES to determine appropriate mitigation for the project.

The CONSULTANT will submit a draft permit application package to NHDOT for review and will revise the package in response to comments prior to submitting a final package. An allowance to cover the estimated permit application fee is not included in this contract (assumed paid by NHDOT). Up to 12 hardcopies and one (1) electronic copy of the application will be provided to the Department for distribution.

US Army Corps of Engineers New Hampshire General Permit

It is anticipated that the project will not require an Individual permit and that the project will qualify for an ACOE General Permit. The CONSULTANT will verify this at the Natural Resource Coordination meeting to determine if the preparation of an ACOE individual permit application is necessary. Project fee estimates will assume that an individual permit is not required.

Permitting Follow-Up Services

Follow-up and liaison efforts are sometimes required to respond to specific comments and concerns raised by regulatory agencies following permit application submittal. Work under this task might include:

- Attendance and presentation at Resource Agency Coordination Meetings organized by NHDOT;
 - Preparation of responses and request for more information to agency review comments;
or
 - Minor plan revisions/additions.
3. Threatened and Endangered Plants and Wildlife – The CONSULTANT shall conduct a NHNHB database search, and coordinate with NHNHB and NHF&G, and assist the DEPARTMENT on consultation with the United States Fish & Wildlife Service (USFWS) and consistency

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determination updates, as appropriate. The USFWS has proposed to list the tricolored bat as endangered. The CONSULTANT will complete an acoustic survey to assess the potential presence of northern long-eared bat (NLEB) and tricolored bat (TB), and the CONSULTANT shall conduct a bat-bridge assessment of the US Route 1 bridge and any culverts that might be impacted in the project area that are 4' diameter or larger and update the USFWS IPaC and supporting documentation for Range Wide Programmatic Consultation for the NLEB, if necessary.

4. Wetlands Delineations – The original wetland delineation was completed more than 5 years ago. In compliance with current NHDES Administrative Rules, the CONSULTANT will field verify the previously completed delineation. Wetland boundaries will be confirmed, and wetland functions and values will be noted. The CONSULTANT will prepare a functional assessment of all wetlands in the project limits.
5. Invasive Species – The CONSULTANT shall conduct an invasive species survey to identify the types and extent of invasive species in the project area. General locations and types will be identified within the project limits, and detailed mapping will be provided to the DEPARTMENT using GPS technology. Field work shall be appropriately timed to coordinate with growing seasons and contract advertising.
 - NHDOT Type I areas – Map the specific areas on the plans where the invasive plant species are located.
 - NHDOT Type II areas – Map the specific areas on the plans where the individual invasive plant species are located.
 - Quantify, estimate and summarize the invasive species removal items for the PPS&E, PS&E and Contract Plan submissions.
6. Temporary Erosion Control – The development of the Temporary Erosion Control and Stormwater Pollution Prevention Plan (SWPPP) (a permitting requirement during construction of the project) shall not be the responsibility of the CONSULTANT. However, recommended controls shall be addressed during the final design to the extent that appropriate items, quantities, and an appropriate layout are developed for bidding purposes.
7. Limited Reuse Soils – The CONSULTANT shall follow guidance developed by the DEPARTMENT for the management of Limited Reuse Soils (LRS) and Railroad Impacted Soils. The CONSULTANT shall design for the reuse of LRS and Railroad Impacted Soils to the extent practicable to reduce excess material requiring offsite disposal. Recommended temporary

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stockpile location(s) shall be addressed during the final design to the extent that appropriate items and quantities are developed for bidding purposes. This will need to be assessed at the slope and drain phase of the project.

8. Contamination – A database search was undertaken in Part A to identify areas with records of hazardous materials in the vicinity of the project. The CONSULTANT will coordinate with the DEPARTMENT's Contamination Program Manager to confirm these findings, and will provide to the DEPARTMENT all appropriate information, design plans and cross sections, at the Slope and Drain – Roadway submission, that will inform the DEPARTMENT's Contamination Program in conducting appropriate geotechnical investigations in areas of potential contamination within the project limits.
9. Water Quality – The design of the permanent erosion and sedimentation control and water quality renovation features shall be the responsibility of the CONSULTANT.

For the NEPA environmental document, the CONSULTANT shall incorporate stormwater runoff treatment areas and detention basins and evaluate their environmental impacts (such as archaeological sensitivity, wetland impacts, hazardous materials, etc.). A pavement area analysis for the existing condition and the proposed alternative will be provided to the DEPARTMENT to determine appropriateness of the proposed stormwater treatment.

Permanent erosion and sedimentation control and water quality features shall be shown at the Slope and Drain Plan (roadway) submission with design backup calculations complete. The CONSULTANT shall furnish pre- and post-development design calculations with Q2, Q10, Q25, and Q50 flows, and water quality volumes, as appropriate. Site locations for BMPs, estimated areas, and design elevations shall be proposed in sufficient detail to complete geotechnical investigations of each site. In addition, the CONSULTANT shall incorporate water quality Best Management Practices (BMPs) treatment measures, including infiltration if feasible and prudent, into the overall project design. The BMPs and stormwater management design shall meet the NHDES Alteration of Terrain regulations, the NH Stormwater Management Manual criteria, and USEPA NH small MS4 General Permit. NHDES BMP worksheets shall be completed and submitted as part of the Drainage Report.

10. Cultural Resources - The CONSULTANT will ensure the consideration of known and potential cultural resources (architectural and archeological) within the project limits. If additional, previously unidentified, or unanticipated architectural or archaeological resources are to be

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impacted, review and documentation of these resources shall be completed in consultation with the DEPARTMENT and the NH Division of Historical Resources.

- The CONSULTANT will develop, in consultation with the DEPARTMENT and the NH Division of Historical Resources, the salvage method for a 10- to 12-foot section of the concrete bridge rail for use by the North Hampton Heritage Commission.

11. Noise: No work anticipated.

12. Air Quality: No work anticipated.

E. SCOPE OF WORK (FINAL DESIGN)

The work, as further described in the CONSULTANT's Scope of Services dated April 19, 2024, hereinafter referred to as ATTACHMENT A, requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work efforts:

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

1. The development of base plans drafted by the CONSULTANT using updated ground survey provided by the DEPARTMENT in MicroStation v8i (SELECTseries 2) format. The CONSULTANT shall develop plans at a scale of 1" = 50', unless otherwise noted.
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 provided by the DEPARTMENT, or as noted elsewhere in this document.
3. The refinement of the alignment, grades, and intersections of the proposed roadway(s), as shown on the preliminary conceptual designs and revised based on Public Hearing.
4. The design and preparation of contract plans for construction of the roadway, structures, traffic control, construction phasing, guardrail, and drainage facilities (including Best Management Practices for permanent erosion and sedimentation control and water quality features) in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT.
5. The preparation of complete designs, including all supporting plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates, and

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documents for required submissions to the DEPARTMENT, the Federal Highway Administration (FHWA), and/or any other STATE or Federal agency that may be required.

6. Traffic data collection will be performed by the CONSULTANT to obtain one week counts on US Route 1 between the North Road intersections with FHWA 13 vehicle category classifications (based on axles, not length). This data will be provided to the Bureau of Traffic for use in completing Average Daily Load calculations for the pavement design.
7. The Bureau of Traffic, Research Section will provide the coordinates for a camera pole to the project team for inclusion in the geotechnical program, and incorporation into the CONSULTANT's plans. The design of a foundation and camera pole for traffic monitoring equipment is by others and at a location provided by the DEPARTMENT. The CONSULTANT will incorporate portions of the design provided by the DEPARTMENT such as special provision language, cabinet design, layout of conduit and pull boxes, and decommissioning of the existing permanent count station equipment.
8. The design and development of all permanent guide, warning and regulatory signs, and permanent construction signing will be completed by the CONSULTANT during the PPS&E phase for review and approval by the DEPARTMENT. The CONSULTANT will incorporate any changes or revisions identified by the DEPARTMENT during its review, and work collaboratively with the DEPARTMENT in the resolution of issues. The CONSULTANT will provide sign text and quantity summary sheets for permanent and construction signing, including relocated existing signs for construction sequencing. The CONSULTANT shall review the sign design for conflicts and to make any concerns known to the DEPARTMENT.
9. The DEPARTMENT and the CONSULTANT will cooperatively develop the detailed Traffic Control Plans through Over-The-Shoulder (OTS) meetings during the Slope and Drain phase. The CONSULTANT shall develop the initial conceptual Traffic Control Plan and construction phasing and submit at Slope and Drain. The DEPARTMENT will assist the CONSULTANT in the final design of the Traffic Control Plans as it relates to potential complications with concurrent work, utilities, and closures. The CONSULTANT shall incorporate the Department's Slope and Drain comments and complete the final design and the associated quantity calculations.
10. The Consultant shall prepare proposed detour plans for the closure of US Route 1. The signing needed for the detour will be designed by the CONSULTANT for review and approval by the DEPARTMENT during the Slope and Drain phase, and for inclusion in the contract plans. The CONSULTANT will incorporate any changes or revisions identified by the DEPARTMENT during its review, and work collaboratively with the DEPARTMENT in the resolution of

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issues. Summary sheets for these construction signs will be provided by the CONSULTANT during the Slope and Drain phase.

11. The incorporation of Smart Work Zones, as designed by others, into the contract plans.
12. The CONSULTANT shall develop a Traffic Management Plan (TMP) following the guidelines of a Significant Level II impact determination as defined in the DEPARTMENTs Policy 601.01 and Guidelines for Implementation of the Work Zone Safety and Mobility Policy.
13. The design and development of all pavement marking layouts, item numbers, item descriptions, and quantities for inclusion into the contract and appropriate summary tables within the plan sets. The pavement markings shall be progressed such that the design can be reviewed and approved by the DEPARTMENT during the review of the PPS&E submission.
14. The incorporation of utility relocations, as designed by others, into the contract plans. Municipal utility relocations (e.g., sewer and/or water), as provided by the DEPARTMENT, shall be included, as necessary, into the contract plans, summary sheets, and estimate. Municipal utility relocation items, as incorporated into the contract plans, shall be kept separate from the highway and/or bridge items in the estimates submitted. The unit item numbers and unit prices to be used for the utility relocations shall be provided by the DEPARTMENT.
15. The design of all supporting members for utilities that traverse any bridge structure.
16. The DEPARTMENT shall develop the design and layout of highway lighting (temporary and permanent), if deemed necessary. The CONSULTANT shall be responsible for incorporating the design and layout into the project documents and for recommending adjustments required to avoid conflicts.
17. The CONSULTANT shall examine which elements of design, such as horizontal and vertical alignments, typical sections, traffic control, earthwork utilization, drainage pipes and structures, as well as soils suitability, might affect aerial and underground utilities. The CONSULTANT shall identify and bring to the attention of the DEPARTMENT any utility conflicts and shall minimize impacts to existing and proposed utilities. The CONSULTANT may be required to modify drainage pipes and structures to avoid conflicts with underground utilities.
18. The engineering design shall take into consideration factors affecting the cost of the construction, such as foundation problems, earthwork quantities, erosion and sedimentation control, water-quality-treatment issues, construction phasing and complexity, utilities affected, environmental issues and commitments, construction materials, etc. Construction cost estimates for each major submission (roadway and bridge) shall be completed and revised, as

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necessary. Estimates shall be submitted with a narrative explaining all major cost and/or quantity changes.

19. The CONSULTANT shall, when requested by the DEPARTMENT, render such assistance as required, including the preparation and explanation of sketches and plans for, or at, any meetings or conferences held by the DEPARTMENT.
20. Meeting notes and conference reports shall be the responsibility of the CONSULTANT and shall be provided in a timely manner.
21. The CONSULTANT shall submit for review, as requested, progress prints (black line) showing grades, cross-sections, special details, and general design. Paper prints (and/or PDF's) shall be submitted upon request for soils studies, right-of-way use, evaluation of utility impacts, and other purposes.
22. Site visits, as noted in ATTACHMENT A, shall be made during the design to detect changed field conditions, assess drainage features and, if required, additional surveys will be performed by the DEPARTMENT upon request. The DEPARTMENT will process additional survey requests (in MicroStation V8i (SELECTseries 2) to the extent necessary to ensure continuity between new and current detail model files. The CONSULTANT will incorporate these files into the current detail base plans and digital terrain models (DTM) to include all drafting, labeling, detailing and field checking of the detail. Additional surveys may be required throughout the design process, and the CONSULTANT shall modify the design, as necessary, based upon the updated survey information.
23. The PS&E submission and Contract Plans shall have had complete final estimate "apples and oranges" and drainage "three-way" checking.
24. The CONSULTANT shall furnish one electronic copy (PDF) and two (2) permanent, double sided, legible copies of all reports required for submissions, including all Appendix information, suitably bound, and when directed, all study plans, work plans, alternate studies; and estimates indexed in accordance with DEPARTMENT procedures.
25. Preparation of presentation plans (NHDOT Hearing) at the Slope and Drain, PPS&E, PS&E, and Contract Plans submissions, as necessary, for use at internal and external meetings.

F. SCOPE OF WORK (UTILITIES)

The utility coordination for this project will be performed by the DEPARTMENT. The CONSULTANT shall incorporate utility relocations, as designed by the individual utility owner, into the contract plans. Municipal utility relocations (e.g. water), as approved by the DEPARTMENT, shall be included, as necessary, into the contract plans, cross-sections, summary sheets, and estimate. Non-

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participating and participating municipal utility relocation items shall be kept separate from the highway and/or bridge items in the estimates submitted. The DEPARTMENT will provide the unit item numbers and unit prices to be used for the utility relocations:

G. 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.

H. 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. All plans and surfaces are currently in Bentley's MicroStation and InRoads V8i (Selectseries2) and will remain in that platform throughout Final Design:
 - 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.
 - c. Any updates of the DEPARTMENT-supplied CAD/D information will be released to the CONSULTANT throughout the duration of the AGREEMENT, as appropriate. The DEPARTMENT shall be held harmless from any and all loss, damage, expense or liability whatsoever resulting from the use of these programs and macros or translated information. The DEPARTMENT may supply the documentation for use with these programs and macros but shall not be responsible for any training in their use.

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2. Right-of-Way: 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. Sketches, layouts, and items for landscaping within the project. The CONSULTANT shall be responsible for incorporating this material into the plans and project documents.
6. Geotechnical investigations and recommendations.
7. Smart Work Zone elements for the CONSULTANT to incorporate into the project documents.
8. Design Report template to be populated by the CONSULTANT and submitted (as well as updated) with each design submission. This includes the Design Criteria Appendix, which replaces the DEPARTMENT's former Engineering Report document.
9. Water Quality evaluation template for the CONSULTANT'S use in evaluating and designing stormwater (water quality) elements (relative to MS4 and NHDES AoT criteria) to be incorporated into the project design. The CONSULTANT shall develop an associated Water Quality Memorandum outlining how the MS4 and AoT requirements have been addressed with the proposed design.

1. WORK SCHEDULE AND PROGRESS REPORTS

See Supplemental Scope of Work, ATTACHMENT A 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

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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.

J. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

During the prosecution of this AGREEMENT, the CONSULTANT shall prepare and submit to the DEPARTMENT separate submissions as described hereinafter. The submissions shall be in accordance with ATTACHMENT A. The CONSULTANT will be expected to support their design proposals and any issues resulting from review by the DEPARTMENT or in the public participation phase (including agency coordination), alternative studies, design exceptions or variances, meeting notes and/or memorandums, and reasonably itemized cost comparisons for alternate concepts.

All plan drawings, including size of sheets, lettering, symbols, and scale of said drawings, shall conform to the requirements and standards of the DEPARTMENT. Final construction plans and cross-section sheets shall be submitted on quality paper prints. Construction plans shall be submitted on 11 in. x 17 in. sheets. In addition, a full size (22 in. x 34 in.) stamped Front Sheet shall be provided.

1. Roadway Design Submissions

The plan submissions for roadway design shall follow the procedures outlined below:

- a. Pre-Preliminary Plans – Roadway
Not Required
- b. Preliminary Plans – Roadway
Not Required
- c. Slope and Drainage Plans – Roadway

Upon initiating data collection needs and addressing updates from the Public Hearing, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the Slope and Drain submission. This submission shall consist of plans showing slope lines, drainage system details and drainage features, and proposed right-of-way lines, including drainage, slope and/or construction easements. The Slope and Drain Plans shall include typical sections, plan views, profiles, guardrail locations, and cross-sections with complete template plotted and appropriate references on the plans relative to drainage design to assist with the review of the drainage design and the backup drainage calculations in accordance with ATTACHMENT A. The Slope and Drain submission includes:

- Roadway design calculations including guardrail and superelevation calculations shall be submitted with this submission.
- Draft utility conflicts spreadsheet, including location of conflicts and reasons for conflict.

ARTICLE I

- Complete water quality BMP designs and calculations as identified in ATTACHMENT A and in the specific scope of work items above.
- Limited Reuse Soils (LRS) strategy and temporary locations as identified in ATTACHMENT A and in the specific scope of work items above.
- At this time, a field inspection shall be held with the DEPARTMENT and indicated design changes or corrections made and incorporated into the plans for the Preliminary PS&E submission. Any indicated revisions to fit actual field conditions, including any horizontal and vertical alignment revisions found necessary during this field inspection and any resulting corrections to the right-of-way requirements, shall be made by the CONSULTANT.
- Complete and near-final Traffic Control Plans as identified in ATTACHMENT A and in the specific scope of work items above. Construction sequencing, detours, diversions, Draft Traffic Management Plan (in MS Word) and schedule (in MS Project) shall be provided. The submission is expected to be concurrent with the Preliminary Bridge submission and discuss Accelerated Bridge Construction techniques to assist in preparing for an over-the-shoulder (OTS) meeting with the DEPARTMENT.

d. Wetland Impact Plans & Application

Upon approval in writing by the DEPARTMENT of the Slope and Drain submission and following incorporation of the Department's comments on the Slope and Drain Submission, the CONSULTANT shall submit Wetland Impact Plans (with Erosion Control plans) tabulating permanent and temporary impacts with the wetland permit application as noted in the specific scope above.

e. Utility Plans

Upon approval in writing by the DEPARTMENT of the Slope and Drain submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the Utility Plans submission noted in the specific scope above and ATTACHMENT A. The CONSULTANT shall incorporate DEPARTMENT Slope and Drain comments into the design layout. This submission plan set is intended to facilitate the identification of the scope of work required by various utilities to comply with the planned construction. The plans are intended to reflect the near-final design of drainage systems with all appurtenances, erosion- and sedimentation-control features, other structures, right-of-way lines (existing and proposed permanent and temporary), curbing, pavement layout, slope limits, guardrail, final template plotted on cross-sections, diversions and diversion cross-sections, traffic control

ARTICLE I

issues with construction phasing, underdrain, drive locations, sidewalks, clearing-and-grubbing limits, fencing requirements, building demolition, and lighting, signal, and ITS conduit. Also, the plans shall reflect all existing detail, existing drainage, and existing utilities. The intent is to have incorporated comments that impact the utilities from the Slope and Drainage submission, along with design work that has progressed. All final design notes may not be necessary, but the scope of construction shall be evident to the reviewing utilities. This submission (as detailed above) will be forwarded to the Design Services Section for review. Review comments will be returned to the CONSULTANT to finalize the plans prior to the formal submission for relocations.

f. Preliminary PS&E - Roadway

Upon approval in writing by the DEPARTMENT of the Slope and Drain submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the Preliminary PS&E submission noted in the specific scope above and ATTACHMENT A. The plans shall include title sheet, typical sections, quantity summary sheets, detail sheets, all plan sheets, profile sheets, curb and pavement layout plans, pavement marking and signing plans (including sign text layout sheets), ITS infrastructure, complete traffic control plans, proposed utility relocations, cross-section sheets, and necessary detail sheets. Also, landscaping, seeding, and grading plans shall be included, if required. The Preliminary PS&E submission includes:

- Plans shall reflect all addressed DEPARTMENT comments from the Slope and Drain Plans submission and issues that developed during final design.
- Roadway items shall be kept separate from bridge items.
- All item summary boxes for drainage, clearing-and-grubbing, earthwork, surfacing and select materials, curbing, guardrail, sidewalks, traffic signs, construction signs and warning devices, pavement markings, lighting, conduit and pull boxes, ITS components, landscaping and slope protection, bounds, fencing, delineation and witness markers, and other items that are nearly complete, shall be shown and note line entries completed. Item summary boxes of expected work not listed above shall be included and shown without line-entries completed. Rounding and totals are not required.
- LRS elements shall be identified, and addressed (in coordination with the DEPARTMENT), and incorporated into the submission materials.
- The submission shall include updated Stormwater/ Water Quality Reports and materials.

ARTICLE I

- The submission shall include the updated Traffic Management Plan document.
- This submission shall include two sets of roll plans (working copies / paper prints) of the General Plans, Pavement Marking and Signing Plans, and Traffic Control Plans.

g. PS&E - Roadway

Upon approval in writing by the DEPARTMENT of the Preliminary PS&E submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PS&E submission noted in the specific scope above and ATTACHMENT A. These PS&E plans and documents shall reflect all comments resulting from the Preliminary PS&E review and design progression elements.

Special Provisions shall be submitted in both electronic format (Microsoft Word-compatible) and hard copy for all items not in the Standard Specifications for Road and Construction of the STATE and for which a current special provision is not available.

li. Contract Plans and Consultant Documents

Upon approval in writing by the DEPARTMENT of the PS&E submission, the CONSULTANT shall make the final submission reflecting all comments resulting from the PS&E submission review, as well as any other design progression elements. These final contract plans and documents shall reflect all comments resulting from the PS&E submission review as well as any other design progression elements. The final contract plans submitted in accordance with ATTACHMENT A and all corresponding electronic files.

2. 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. The phases for the development of the project are as follows, unless approved otherwise during scope development between the Department and the Consultant:

- Preliminary PS&E Plans (80% complete)
- PS&E Plans (95% complete)
- Contract Plans

The CONSULTANT shall perform a load-rating analysis for each bridge using the appropriate AASHTO Method, or as directed by the DEPARTMENT, to be submitted on a form provided by the DEPARTMENT.

a. Preliminary PS&E - Bridge

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This final design shall incorporate revisions, if any, in the Preliminary Plans as previously approved by the DEPARTMENT. Copies of the plans shall be submitted to the DEPARTMENT for review and comment, the plans at this stage representing about 80% completion.

b. PS&E - Bridge

Comments resulting from the DEPARTMENT's review of the Preliminary PS&E submission shall be incorporated into the design and contract plans. The estimate of quantities shall be completed and tabulated. Upon completion of these contract plans, copies of the plans shall be submitted to the DEPARTMENT for review and comment, the plans at this stage representing about 95% completion.

c. Contract Plans

Comments resulting from the DEPARTMENT's review of the PS&E submission shall be incorporated into the design and contract plans. Upon completion of these contract plans, they shall be submitted to the DEPARTMENT, the plans at this stage representing 100% completion.

3. Right-of-Way Plans

Right-of-way plans shall consist of a separate set of ROW Layout Plans for the purpose of negotiating, defining, and recording the required right-of-way for the project. Final right-of-way plans shall be developed in accordance with the ROW Layout Plan checklist to include:

- Front sheet
- Right-of-Way Geometric Layout sheets showing all impacts (temporary or permanent), with metes and bounds on all permanent acquisitions.
- ROW Plan Sheets

ROW layout plans shall be produced by NH Licensed Land Surveyors. All new acquisitions and relinquished lands shall be monumented with identifying the license number of the individual responsible for overseeing this project.

a. Preliminary Right-of-Way Layout Plans

The Preliminary Right-of-Way Layout Plan submission (three sets of paper prints) shall be submitted following approval of the Slope and Drain submission by the DEPARTMENT. This submission will include updates, incorporating the DEPARTMENT'S Slope and Drain comments with all items addressed. The preliminary right-of-way plans shall include a front sheet, and plan sheets, and a summary memorandum identifying the impacts associated with each Parcel. Acquisition and easement areas shall be calculated, and summary boxes filled

ARTICLE I

in. The submission also includes an updated set of Slope and Drain Plans, including profiles and cross sections (for reference purposes).

b. Right-of-Way Plans Layout Revisions (Comments).

Upon DEPARTMENT review and written approval of the layout plan submission, three sets of paper prints will be required for use by the DEPARTMENT'S Bureau of Right-of-Way.

c. Final Right-of-Way Layout Plans Revisions

The CONSULTANT shall be prepared to revise the final right-of-way plans based on the DEPARTMENT'S negotiations with property owners. The CONSULTANT shall modify the final negotiated layout plans to develop the set of plans to be recorded by the CONSULTANT based on the guidance of RSA 478:1-a and DEPARTMENT procedures. Upon DEPARTMENT review and concurrence, the CONSULTANT shall record the plans at the County Registry of Deeds.

The final set of the registry plans shall be submitted with the Contract Plans submission.

Upon completion of property acquisitions, a New Hampshire Licensed Land Surveyor shall set the ROW monuments as identified on the plans. The type of monuments will be reviewed and approved by the NHDOT prior to installation.

4. Final Deliverables

All CONSULTANT generated and back-up documents shall be submitted to the Department as part of the Final Deliverables submission. This includes all original format electronic versions (i.e., .docx, .xls, .dgn, .dwg, etc.) including three dimensional (3D) digital terrain models (edge of pavement to edge of pavement with the exception of the side road intersection areas and drive and parking area matches), as noted in the DEPARTMENT'S CAD/D Procedures and Requirements and ATTACHMENT A. The 3D model information shall be available at minimum of two weeks in advance of contract advertisement.

K. 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:

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

ARTICLE I

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, with the exception that all files are in MicroStation and InRoads V8i SELECTseries 2, 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.

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.

ARTICLE I

- 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.

L. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES)

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

1. Construction – If and when required by the DEPARTMENT during the construction of the project, the CONSULTANT shall:
 - a. At the CONSULTANT'S sole expense, correct and resolve errors and/or omissions within the contract plans and specifications found during construction.
 - b. Render interpretations, as necessary, of the contract plans and specifications and submit recommendations for necessary modifications in either or both and, upon approval of recommendations by the DEPARTMENT, revise the contract plans and specifications to cover same and prepare other detailed drawings as may be needed to supplement the contract plans to permit the proper completion of the project. This work effort, if required, will be viewed as additional services, subject to an adjustment in the fee.
 - c. During construction there may be the need for professional design services for the following including but not limited to: Alterations in Design, Revisions After Proposals, and Change Orders. This work will be administered in a manner similar to an on-call task order assignment.
2. Shop Drawings – The CONSULTANT shall:
 - a. Review, check and approve all working drawings prepared by others including the construction contractors or their subcontractors subject to the provisions of Section 105. Only that work designed by the DEPARTMENT will be excluded from this requirement.
 - b. Section 615 and 616 shop drawings will be reviewed by both the Bureau of Traffic and the CONSULTANT within one week of receipt and submitted back to the Bureau of Construction by the Bureau of Traffic.

ARTICLE I

3. Reimbursable Design efforts will only be expended when authorized by the NHDOT. The fee allocation for this reimbursable effort will be tracked separately in each invoice. Fixed fee will only be paid on work authorized under the allocation.

M. DATE OF COMPLETION

The Final Design completion date shall coincide with the Governor and Council Resolution for the construction contract, currently estimated to be September 1, 2026. After this date only Construction Services shall be permitted.

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 December 1, 2028.

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:

\$363,399.20

- 2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending December 31, 2022, 187.70% shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at:

\$682,100.31

- 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:

\$104,549.95

- 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

ARTICLE II

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

Direct expenses are estimated at:

\$151,552.06

AGREEMENT NOT-TO-EXCEED TOTAL \$1,301,601.52

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 \$1,301,601.52, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of 5714 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.

ARTICLE II

- Cognizant letter, if available.
- A listing of all contracts, with dollar amounts, the CONSULTANT has currently with the DEPARTMENT as a prime consultant or subconsultant.

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

E. RECORDS, REPORTS AND FINAL AUDIT

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

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

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

ARTICLE III

ARTICLE III – GENERAL PROVISIONS

A. HEARINGS, ETC.

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

B. CONTRACT PROPOSALS

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

ARTICLE IV

ARTICLE IV – STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA – CONFERENCES – INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 197 Loudon Road, Concord, New Hampshire.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT without fault on the part of the CONSULTANT, the CONSULTANT

ARTICLE IV

shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

ARTICLE IV

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents; or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the DEPARTMENT to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section A, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports, or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time,

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

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE, and local laws and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad, and utility agencies whose facilities and services may be

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affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

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3. Insurance

a. Required Coverage

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

1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. Professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

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

4. No Third-Party Rights

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

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

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

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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.

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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).



North Hampton 24457 – Final Design

Attachment A

May 6, 2024, Rev. 7

All plans and surfaces are currently in Bentley's MicroStation and InRoads V8i (SELECTseries 2) and will remain in that platform throughout Final Design.

1.00 Post Public Hearing Update

1.01 Incorporate New Ground Survey & Update Plans

GM2 will incorporate new ground survey provided by the Department in MicroStation v8i (SELECTseries 2) format (.dgns and .dtms). Proposed plan layout, profiles, and cross sections will be updated accordingly to match current conditions.

Subsequent to the Public Hearing, the Department's initial review of the AoT and newly enacted MS4 requirements for this project revealed that the water quality requirements could be met without the "Drainage Easement" area identified on Parcel 1, on the Public Hearing plan. As such, the southern project limits can also be shortened to Station 102+00. Plans will be updated accordingly.

1.02 Develop Preliminary Drainage

Drainage improvements will be prepared to provide a concept for the open and closed drainage design and necessary water quality. Existing and proposed watersheds along with potential outlets and water quality enhancement features will be developed to the 30% level in conformance as much as possible with the AoT and MS4 regulations. An excel worksheet, and supporting plans/graphics will be developed for this effort. Additionally, a Water Quality Memo will be developed (using the Department's Water Quality Evaluation Template) to summarize the design and controlling elements, as well as discuss any non-captured areas. This memo will be finalized following the Slope & Drain submission. Geotechnical coordination with Materials & Research will be initiated for borings in water treatment locations, including permeability testing for investigating infiltration measures. The Department will provide any existing pre-Hearing calculations, assumptions, and plans to aid in the development of those treatment areas. It is assumed that areas available for treatment will be limited to the area defined as "Drainage Easement" on Parcel 5, south of the intersection of US Route 1 and North Road (East), and within the existing right-of-way for North Road (west), immediately west of US Route 1 and north of the relocated roadway.

Upon completion of the above concepts, the draft Water Quality Memo and supporting information will be developed and an Over-the-Shoulder (OTS) meeting held before proceeding with Slope and Drain.

1.03 Final Engineering Report

Subsequent to the OTS meeting, the Engineering Report will be updated and finalized to reflect any changes as a result of the Public Hearing, public comment, and updated Preliminary Drainage. This document will then be included as an Appendix in the Design Report (developed later in Slope & Drain) as a record of the Preliminary Design process.

2.00 Slope & Drain Phase (60%)

2.01 Develop 60% Plans

Plans will be updated to reflect changes from the Public Hearing and public comment in compliance with the Report of the Commissioner, updating limits of work identified in the Post Public Hearing Update section above, incorporating existing utilities received from the Department, and progressing the design to 60%. Plans will be roll plan paper prints developed at a scale of 1" = 50', with match lines showing future cut sheet layout.

2.02 Develop 60% Profiles

Profiles will be updated to reflect changes from the Public Hearing and public comment in compliance with the Report of the Commissioner, updating limits of work identified in the Post Public Hearing Update section above, and progressing the design to 60%. Profiles will be roll plans developed at 50 scale horizontal/10 scale.

2.03 Develop 60% Typical Sections

The Typical Sections will be updated to reflect changes from the Public Hearing and progressed based on pavement recommendations provided by the Department. Typical sections will be 10 scale cut sheets. It is assumed that two (2) typical sections for US Route 1, one (1) typical section covering both legs of North Road, and one (1) typical section for Golf Drive will be required.

2.04 Develop 60% Roadway Detail Sheets

Detail sheets required showing pavement matches, grading, and other non-standard elements will be developed.

2.05 Develop 60% Drainage Design

The conceptual drainage for the project will be updated by addressing the 30% plan comments and progressing the design to the 60% stage. Pre-construction and post-construction drainage flows will be documented. Both plans showing the existing and proposed watersheds for the project will be finalized. A Drainage Report will be developed including the required support documentation. Two (2) copies will be submitted for review. Drainage notes for incorporation in the plan set will be developed. It is assumed that one (1) notes sheet will be required. Drainage structures will be added to the cross sections. The draft Water Quality Memo will be updated, addressing MS4 and NHDES AoT requirements.

2.06 Develop 60% Drainage Detail Sheets

Detail sheets showing designed outlet protection, swales, and other non-standard elements will be developed. GM2 will develop drainage grading plans and/or profiles for the proposed water quality treatment areas.

2.07 Develop 60% Cross Sections

Slope and Drain cross sections including drive and culvert sections will be developed utilizing the NHDOT Design Submission Checklist. The complete template and drainage will be incorporated on the sections at this stage. Cross Sections will be 10 scale cut sheets.

2.08 Develop 60% Traffic Control Plan Package and Traffic Management Plan (TMP)

The Traffic Control Plans will be developed for a full bridge closure. It is assumed that Detour Plans are needed for this project as well as additional traffic control plans and critical cross sections for US Route 1. The roadway closure Detour Plan package will include a schematic plan of the proposed detour including proposed sign locations and the Sign Text Layout sheet, both of which will be reviewed and approved by the Department. Coordination with TSMO is required at this stage. Any needed SWZ elements will need to be identified and incorporated into the TMP documentation, and the PPS&E submission. It is assumed that US Route 1 will be pavement removal with step-box widening and that traffic can run on gravel; therefore, the traffic control plans for US Route 1 will be phased construction once the bridge has been fully constructed and reopened to traffic. North Road (west) and North Road (east) will be constructed offline with temporary connections to existing roadway and driveways as needed. It is assumed that traffic on both roads can run on gravel. Plans will be roll plans developed at a scale of 1" = 50'.

A draft Traffic Management Plan (TMP) will be developed and submitted to the Department for review and approval. This document shall follow the guidelines of a Significant Level II impact determination as defined in the Department's Policy 601.01 and Guidelines for Implementation of the Work Zone Safety and Mobility Policy. The Department will provide a recent example of a Traffic Management Plan that meets all the requirements in accordance with current expectations.

2.09 Update Construction Schedule

The Construction Duration Estimate developed in Part A Preliminary Submission in Excel format will be updated to MS Project. A narrative of the impacts of the road closure including, ABC techniques with associated timings, as well as an overall closure time period summary will also be included. This is a collaborative effort with the Department's Bureau's of Highway Design, Construction and Bridge Design. Included are the development of the major tasks for construction, one (1) meeting with the Department to refine anticipated activity durations, and final revisions to the schedule after the coordination meeting.

2.10 Develop 60% Quantities and Engineer's Estimate

The 30% Engineer's Estimate will be updated to reflect the quantities calculated from the 60% Plans and current NHDOT unit costs. The estimate will include contingency items based on discussions with the Department to arrive at a 60% Construction Estimate.

2.11 Update Color Graphics

The colored Hearing Plans and any other color plan graphics will be updated to include changes made during the 60% design development. Paper copies will be submitted as requested for the Department's use in meetings and coordination with the public.

2.12 Develop Design Report

The Design Report will be developed according to a sample provided by the Department. This document will note design issues and outstanding items as appropriate and will include a narrative explaining the strategy to manage Limited Reuse Soils (LRS) and a list of utility conflicts that could not be avoided during design. The Final Engineering Report (finalized during the Post Public Hearing Update phase) will be included as an appendix.

2.13 Prepare Submission

The submission shall meet the requirements set forth in Article I, and will include the required calculations, drawings, illustrations and descriptive matter to facilitate the review of the proposed design, feasibility of construction, and the coordination with the bridge design. Three (3) sets of roll plans (paper prints 8' to 10' in length; cross sections and other applicable plan sheets will be cut sheets) will be submitted with an updated construction cost estimate (PDF), guardrail and superelevation calculations (PDF), Design Report (PDF and 2 bound hard copies), Drainage Report (PDF and 2 bound hard copies), TMP (.docx-format), and Construction Schedule (PDF).

2.14 Field Inspection

A field inspection shall be held with the Department to review the drainage design. Revisions, if necessary, will be made to fit the field conditions prior to submitting the PPS&E Plans.

3.00 Utility Plans Phase (75%)

3.01 Develop 75% Plans

Utility Plans will be developed by addressing the 60% Plans comments that effect the utilities and progressing the design to 75%. Plans will be cut sheets and the set will include:

- Front Sheet
- Index of Sheets and General Notes
- Standard Symbols Sheets
- Bridge General Plan & Elevation
- Roadway General Plan
- Roadway Profile
- Roadway Cross Sections
- Traffic Control Plans

3.02 Prepare Pre-Utility Plans Submission

Five (5) paper sets will be submitted along with electronic MicroStation files, a list of revised utility conflicts, and responses to the Department's 60% Plans comments.

3.03 Prepare Utility Plans Submission

Comments from the Pre-Utility Plans Submission will be addressed and the plans submitted as the official Utility Plans Submission. Five (5) paper sets will be submitted along with electronic MicroStation files, a list of revised utility conflicts, and responses to the Department's Pre-Utility Plans comments.

4.00 Preliminary Bridge Plans

4.01 Preliminary Superstructure Design

This task includes performing design calculations to properly size the proposed superstructure elements.

4.02 Preliminary Substructure Design

Evaluate the loading conditions of the existing superstructure versus the loading conditions of the proposed superstructure and provide an opinion on expected performance of the existing abutments and walls to bear the new loading conditions. Once the evaluation is completed, a technical memo will be developed, and a meeting will be held to discuss the recommendations to solicit concurrence on the approach.

It is expected that reuse of the existing stone abutments with new concrete bridge seats will be the preferred alternative. After the Department's review and concurrence, the substructure design will proceed.

4.03 Develop Bridge General Plan & Elevation

Included.

4.04 Develop Bridge Site Plan & Profile

Included.

4.05 Develop Boring Log and Boring Layout Sheets

Included.

4.06 Develop Substructure Elevations/Developed Views

Included. Utility support locations will be shown as required.

4.07 Finalize Bridge Typical Section

Included.

4.08 Geotechnical Coordination

This task includes the coordination and partnering with the Bureau of Materials and Research regarding the preliminary foundation design and the bearing capacity of the existing foundations based on boring information and supplemental Department testing and traffic counts for ADL calculation by the Department.

4.09 Utility Coordination

The work to rehabilitate the substructures may require utility support systems incorporated into the substructures. GM2 will assist the Department in coordination efforts with the utility companies that have facilities along the corridor and will incorporate relocation plans provided by the Department into the plan set. Any plans provided by the Department for waterline utility shall be stamped by the engineer that developed the design.

4.10 Preliminary Bridge Estimate

The Preliminary Bridge Estimate will include quantities and costs for major bridge items along with contingencies using current NHDOT unit costs. The estimate should also calculate the Slope-Intercept Cost and Bridge Site Specific item breakdown.

4.11 Prepare Submission

The Preliminary Bridge Plans submission will be compiled including pertinent bridge plans and estimate/quantities and submitted via an emailed PDF.

5.00 Preliminary PS&E Phase (80%)

5.01 Address 60% Slope & Drain and 75% Utility Plans Comments

The design comments from the 60% (not addressed for the Utility Submission) and 75% submissions will be addressed and the plans progressed to 80%.

5.02 PPS&E Roadway Plans

The plans will conform to the Department PPS&E checklist for plan type. It is assumed that there will be a Drainage and Utility Plan, a Curbing and Pavement Layout Plan, a Signing and Pavement Marking Plan, and a General Plan for clarity. The Sign Text Layout sheets will also be developed for all permanent guide, warning, and regulatory signs and permanent construction signing.

5.03 PPS&E Detail Plans

The details required to build the proposed roadway and drainage will be revised and augmented.

5.04 PPS&E Roadway Profiles

Profiles will be progressed to the PPS&E requirements and Department comments will be addressed.

5.05 PPS&E Roadway Cross Sections

Cross sections will be progressed to the PPS&E requirements and Department comments will be addressed.

5.06 PPS&E Traffic Control Plans

The Traffic Control Plan package will be progressed to the PPS&E requirements and Department comments will be addressed. GM2 will prepare all associated Sign Summary Sheets and Quantity Summary Sheets.

5.07 Complete PPS&E Drainage

The drainage design for the project will be updated by addressing the Department plan comments.

5.08 PPS&E Traffic Monitoring Equipment

GM2 will show the new traffic monitoring equipment on the plans based on direction from the Department. It is assumed that this item and equipment will be a contractor designed item. The Department will provide the Special Provisions and estimated cost for the new equipment and the decommissioning of the existing equipment.

5.09 Incorporate ITS and Smart Work Zone Designs

GM2 will add any ITS and/or Smart Work Zone plans and Quantity Summary Sheets received from the Department to the plan set.

5.10 Develop 80% Bridge Plans

The following assumptions are made regarding the design of the bridge:

- Preliminary Bridge and Roadway Design is assumed to be complete. This scope assumes roadway line and grade, vertical clearances, bridge type, size and location have been previously approved by the Department.
- AASHTO Load and Resistance Factor Design Method (LRFD) will be used and the bridge will be designed for HL-93 Live Loading.
- The bridge will be designed for Seismic Zone 1. No detailed seismic analysis will be required.

The tasks given below correspond to the tasks used on the man hour estimate spreadsheet:

- Revise General Plan & Elevation, Site Plan, Profile & Sections and Project Notes as required to address comments from the Department on the Preliminary Bridge Plan Submission.
- Develop Abutment Layout – The abutment plan, elevation and sections and wing wall elevations and sections will be developed or refined from the information provided in the Preliminary Design Submission. This task will include horizontal and vertical geometry calculations and dimensioning and pay limit determination for contract items. Joints and/or closure pour locations relating to precast concrete elements will be shown.
- Develop Abutment Details - The abutment details will be developed and this task will include detailing the bearing seat and wingwall cap masonry. Additional details required for the use of precast elements will be included. Reinforcing steel will be detailed in the section views.
- Develop Miscellaneous Substructure Details - This work will consist of developing all substructure repair details and any required utility support details.
- Develop Structural Steel and Concrete Deck Slab Design and Details for Prefabricated Bridge Units (PBUs) – This work consists of developing the design of the structural steel and concrete deck slab for strength and serviceability and detailing the beam layout, diaphragm layout, deck slab layout, and reinforcing layout in the section views.
- Develop Miscellaneous Superstructure Design and Details – This work will include developing superstructure end details, pavement thickness geometry (if used), bearing design and details, and approach slab and sleeper slab details specifically for precast elements. Utility support details will be developed if required.
- Develop Expansion Joint Details – It is assumed that Asphaltic Plug for Crack Control at fixed end and Compression Seal or Strip Seal Expansion Joint at expansion end will be detailed.
- Develop Railing Details – This work will include determining rail post spacing, developing railing layout and developing approach rail unit details.

5.11 Develop PPS&E (80%) Quantities and Engineer's Estimate

An Engineer's Estimate will be developed utilizing quantities calculated from the PPS&E Plans and current NHDOT unit costs. The estimate will include contingency items based on discussion with the Department to arrive at a PPS&E construction estimate. Preliminary Summary of Quantity Sheets will be developed and added to the plan set following NHDOT's PPS&E checklist.

5.12 Update Design Report

The Design Report will be revised to account for design changes and updated analyses performed to address comments from the Slope and Drain Plan submittal. A list of any outstanding issues with recommended solutions will also be included. The Final Engineering Report submitted at 30% will be included as an appendix, but with no revisions.

5.13 Utility Coordination

The work to rehabilitate the substructures may require utility support systems incorporated into the substructures. GM2 will assist the Department with coordination efforts with the utility companies that have facilities along the corridor and will incorporate relocation plans provided by the utilities through the Department into the plan set (general plans and cross sections). Any plans provided by the Department for waterline utility shall be stamped by the engineer that developed the design. Waterline and overhead utilities are anticipated to be added.

5.14 Update Color Graphics

The colored Hearing Plans and any other color plan graphics will be updated to include changes made during the 80% design development. Paper copies will be submitted as requested for the Department's use in meetings and coordination with the public.

5.15 Prepare Submission

The submission shall meet the requirements set forth in Article 1, and will include the required calculations, drawings, illustrations and descriptive matter to facilitate the review of the proposed design, feasibility of construction, and the coordination with the bridge design. Three (3) to five (5) sets of construction plans will be submitted along with the current 3D design model (topline from EP to EP only), an updated construction cost estimate with quantity calculations, Drainage Report, Design Report, and TMP. PDF's will also be submitted. In addition, one (1) set of "working" roll plans will be included for the General Plans, Drainage & Utility Plans, Curbing and Pavement Layout Plans, Signing and Pavement Marking Plans, and Traffic Control Plans.

6.00 Development of Right of Way Layout Plans

6.01 Develop ROW Front Sheet

The title sheet developed for the construction plans will be modified for use in the ROW Plans. The title sheet will conform to the Rockingham County registry requirements and follow the current ROW Layout Plan checklist.

6.02 Develop ROW Summary Sheet – Not included.

6.03 Develop Property Layout Sheet – Not Included.

6.04 Develop Preliminary ROW Layout Plans

Using the construction plans previously developed, the Preliminary ROW Layout Plans will be developed at a scale of 1" = 50'. Since the existing base mapping for the project has aged more than 10 years, an on-site review of the features that are adjacent to the existing ROW boundaries will be performed under this task following a review of the land records that may impact the private and public boundaries within the project limits. It is assumed that multiple property acquisitions are required for this project. Easements

required, both temporary and permanent, will be quantified and shown. A ROW Impact summary memo will also be developed for submittal to the Department. Five (5) plan sheets are assumed. Three (3) sets will be submitted with, or shortly after, the roadway Slope & Drain Submission and will include Slope and Drain Plans, Profiles, and Cross Sections, for reference purposes.

6.05 *Develop Final ROW Purchase Plans – Not Included.*

6.06 *Address ROW Layout Plan Comments*

Department comments on the project Preliminary ROW Layout Plans will be addressed and one (1) set submitted for review and comments. Upon Department review and written approval of the layout plan submission, three (3) sets of paper prints will be submitted for use by the Bureau of Right-of-Way.

6.07 *Address Final ROW Layout Plan Comments*

Revisions based on the Department's negotiations with property owners will be made prior to the final submission of the plans. The Final ROW Plans will be stamped by a NH Licensed Land Surveyor prior to registering with the County.

6.08 *Monument ROW*

It is anticipated that the project will require multiple property acquisitions to facilitate the design. Once the acquisitions have been finalized, the new ROW will be monumented by GM2 at each point of inflection with #5 rebar topped with a 2" diameter aluminum cap. Sixteen (16) new monuments are anticipated to be required. The Final ROW Plans (Registry plans) will be annotated to reflect what was set at each corner prior to recording. Permanent and temporary easements will not be monumented.

6.09 *Register ROW Plans with Registry*

The Final ROW Plans will be registered with the Rockingham County Registry of Deeds after updating the plans with any minor revisions from the negotiation process. All costs associated with registering the plans will be reimbursed by the Department. A final set of Registry Plans will be submitted with the Contract Plans submission.

7.00 *PS&E Phase (95%) Roadway & Bridge*

7.01 *Address 80% Plan Comments*

GM2 will address comments received from the Department on the PPS&E Roadway Plan and 80% Bridge Plan Submission and progress to 95%, including updating the color graphics.

7.02 *Develop 95% Roadway Plans*

The roadway plan set including the traffic control plans will be progressed to the 95% PS&E Plans. The plans will conform to the Department's PS&E Checklist for plan type.

7.03 *Develop 95% Bridge Plans*

The tasks given below correspond to the tasks used on the man hour estimate spreadsheet:

- Develop Substructure Reinforcing Details – The reinforcing will be added to all CIP and Precast concrete masonry shells (abutments, wing wall caps, etc.) and will be detailed in plan, elevation and section views. Reinforcing Schedule Sheets will be developed and included in the plan set.
- Develop Superstructure Reinforcing Details – The reinforcing will be added to all CIP and Precast concrete masonry shells (deck, brush curbs, approach slabs, etc.) and will be detailed in plan and section views. Reinforcing Schedule Sheets will be developed and included in the plan set.

7.04 Develop 95% Quantities and Engineer's Estimate

A 95% Engineer's Estimate will be developed utilizing quantities calculated from the 95% Plans and current NHDOT unit costs. The estimate will include contingency items based on discussions with the Department to arrive at a PS&E construction estimate. The Preliminary Summary of Quantity Sheets will be updated.

7.05 Complete Bridge Load Capacity Rating and Form 4

This work consists of completing a live load capacity rating analysis for the beams and deck slab. "As-Designed" capacity rating calculations will be prepared using a HL-93 live load and summarized on a Bridge Load Capacity Summary Sheet (NHDOT Form 4).

7.06 Develop Final Specifications

This task will include developing any required Special Provisions for the contract and providing supplemental information for the Prosecution of Work and Traffic Control Plan as required.

7.07 Utility Coordination

Department comments associated with the relocated utilities shown at the PPS&E phase will be addressed.

7.08 PS&E Submission

PS&E Plans, Specifications, and Quantity Estimates will be assembled in accordance with Article I and delivered to the Department for review and comment. Three (3) complete sets of paper prints of construction plans, a Design Report, a bound copy of the Quantity Book, any required Special Provisions, and a PS&E Estimate will be included. Any developed Special Provisions shall be submitted in both electronic and hard copy format. Updated color graphics will also be submitted, if requested. In addition, one (1) set of "working" roll plans will be included for the General Plans, Drainage & Utility Plans, Curbing and Pavement Layout Plans, Signing and Pavement Marking Plans, and Traffic Control Plans.

8.00 Contract Drawing Phase (100%) Roadway & Bridge

8.01 Address 95% Submission Comments

GM2 will address the 95% Submission Comments received from the Department and revise the plans, specifications and estimate as required.

8.02 Contract Plans

Final Plans, Specifications, and Quantity Estimates will be assembled and delivered to the Department in compliance with Article I, presenting 100% completion. One (1) set of prints of construction plans and

ROW Registry Plans, two (2) copies each of the Finalized Design Report, Drainage Report and Quantities Book, and the final 3D design model will be included. A final PDF will also be included.

8.03 Electronic Submission (Final Deliverables)

Compilation of the electronic files and documents shall meet the requirements set forth in Article I, including all Final MicroStation files and PDF's of the full plan set, each individual sheet, CAD/D Project Journal, MicroStation Drawing List, quantities, and calculations delivered to the Department on a disk. A hard copy (double-sided) of the quantities and calculations book will also be included. In addition, one (1) full plan set of 11"x17" and a stamped/signed Front Sheet at 22"x34" hard copies will be provided.

9.00 Environmental Coordination

9.01 NEPA Coordination

GM2 will coordinate with McFarland-Johnson (MJ) to update the draft Categorical Exclusion and Section 4(f) Evaluation, address comments from NHDOT and FHWA, and prepare the final Categorical Exclusion/Section 4(f) Evaluation.

9.02 Develop Wetland Permitting Plans

GM2 will assist MJ in their preparation and submission of the draft NHDES Wetland Permit application form by providing the impact plans for the wetlands, including Erosion Control Plans. It is assumed that 12 sheets will be required: one (1) Front Sheet, two (2) Standard Symbols sheets, two (2) Existing Conditions Plans, two (2) General Plans, two (2) Wetland Permit Impact Plans, two (2) Erosion Control Plans, and one (1) Erosion Control Strategies Sheet. The plan package will also include drainage note sheets, traffic control notes, and a preliminary construction schedule. Wetland Impact Plans will be submitted to NHDOT following the incorporation of the Department's Slope & Drain comments.

GM2 will address NHDOT plan comments on the draft application so MJ can submit the final application. GM2 will provide support to MJ in responding to comments from NHDOT, NHDES, the Conservation Commission, and others.

9.03 Permitting Coordination

GM2 will coordinate with MJ and Lisa Mausolf to obtain the invasive species survey, LRS/Railroad impacted soils stockpile/offsite disposal locations, and cultural resource locations, including coordinating the salvage method for the 10- to 12-foot section of the existing concrete bridge rail for use by the North Hampton Heritage Commission. GM2 will also provide all necessary plans for MJ's coordination with the Department's Contamination Program Manager.

10.00 Construction Support Services

10.01 Construction Administration

GM2 will respond to RFIs during the bidding period and during construction as required along with responding to field questions from the Department.

10.02 Shop Drawing Review

GM2 will review shop drawings for the structural steel, PBUs (including precast brush curbs on exterior beams), precast abutment seats (including reinforcing layout), steel bridge rail and bridge approach railing, and reinforcing steel.

10.03 Reimbursable Design Work

Work will be assigned as needed and a scope/fee developed based upon the size and complexity of the work.

11.00 Meetings

11.01 Design/ROW Turnover Meetings

It is anticipated that there will be four (4) design/ROW turnover meetings to discuss and refine the design/ROW plans throughout Final Design and the Final Issues Meeting to review Contract Documents and Estimate. It is assumed that three (3) GM2 representatives will be at each meeting. All meetings are assumed to be at NHDOT in Concord. GM2 will be responsible for meeting notes.

11.02 Natural Resource Agency Coordination Meetings

GM2 will attend up to three (3) NHDOT Natural Resource Agency Coordination Meetings. The PowerPoint presentations and meeting notes will be prepared by MJ.

11.03 North Hampton Conservation Commission Meeting

GM2 will attend one (1) meeting with the North Hampton Conservation Commission. The PowerPoint presentation and meeting notes will be prepared by MJ.

11.04 Front Office Meeting

GM2 will attend and present at one (1) meeting with the Front Office prior to Advertising. It is assumed that two (2) GM2 representatives will be at the meeting. GM2 will be responsible for the PowerPoint presentation and meeting notes.

11.05 Issues Meetings

It is anticipated that there will be two (2) Issues Meetings throughout Final Design. It is assumed that three (3) GM2 representatives will be at each meeting. GM2 will be responsible for the meeting notes.

11.06 Estimate Review Committee Meeting

GM2 will attend and present at one (1) meeting with the Estimate Review Committee. It is assumed that two (2) GM2 representatives will be at the meeting. GM2 will be responsible for the PowerPoint presentation.

11.07 Traffic Control Committee Meeting

GM2 will attend and present at one (1) meeting with the Traffic Control Committee. It is assumed that two (2) GM2 representatives will be at the meeting. GM2 will be responsible for the PowerPoint presentation and meeting notes.

11.08 Pre-Advertisement Meeting

GM2 will attend one (1) Pre-Advertisement Meeting. It is assumed that two (2) GM2 representatives will be at the meeting. GM2 will be responsible for meeting minutes.

12.00 Project Administration

12.01 Progress Reports

This task includes the development and update of the monthly Progress Reports provided to the NHDOT Project Manager assigned to the project. The progress report will highlight the month's activities, identify outstanding items and serve as monthly chronology of the project development.

12.02 Schedule

A project schedule will be developed and updated as needed during the design development with input from the Department.

12.03 Coordination/Facilitation

Work effort under this task includes assisting the Department's Project Manager and Bureaus to deliver the project. This task includes ensuring the direction and development of project through frequent meetings, regular coordination efforts, and supplemental documents such as plans, graphics, or memos. This scope expects an elevated level of coordination to assist Department's team to incorporate private utilities, coordinate with stakeholders and concurrent projects, as well as planning and designing the Accelerated Bridge Construction (ABC) details with the Bureaus of Bridge Design and Construction.

Direct Expenses - Travel

It is assumed there will be no meetings in North Hampton during Final Design. However, six (6) trips to the site are included.

Direct Expenses – Printing & ROW Bounds

Estimated costs for presentation paper, copying cost for reports, and project plans, and ROW Bounds are included in this item.

Reimbursable construction Support Services

Work will be assigned as needed and a task order developed based upon the size and complexity of the work to assist the Department with design, existing conditions, or other language requiring the Engineer of Record.

Assumptions

- NHDOT will provide any additional necessary survey in MicroStation v8i (SELECTseries 2) format for GM2 to incorporate into the plans.
- Temporary Erosion Control & SWPPP are not required; however, appropriate items and quantities will be developed and included in the Quantity Summary Sheets.

- NHDOT will review and approve all permanent guide, warning, and regulatory signs, and temporary and permanent construction signing including Sign Text Layout Sheets and Quantity Summary tables for inclusion into the plan set.
- NHDOT will provide any ITS and Smart Work Zones plans and quantities for inclusion into the plan set.
- Lighting design is not included. NHDOT will provide any necessary temporary and permanent highway lighting plans and quantities for inclusion into the plan set.
- Landscaping design is not included. NHDOT will provide any necessary landscaping sketches, layouts, and quantities for inclusion into the plan set.
- Noise or air quality work is not included.
- Geotechnical work is not included and will be provided by the Department.
- The opening year and design year will remain unchanged from the Part A traffic analysis; therefore, a separate traffic study report is not included, and previous warrant and capacity analyses will not be revised.

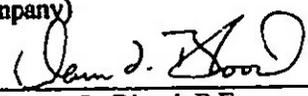
Attachment 1

**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.

GM2 Associates, Inc.

(Company)

By: 

Darren L. Blood, P.E.

Executive Vice President

(Title)

Date: May 20, 2024

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

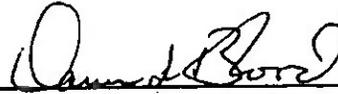
**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

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.

May 20, 2024

(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Executive Vice President and duly-authorized representative of the firm of GM2 Associates, Inc. and that neither I nor the above firm I here represent has:

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

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

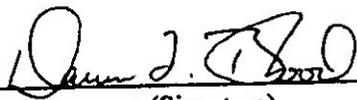
except as here expressly stated (if any):

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

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

May 20, 2024

(Date)


(Signature)

Attachment 4

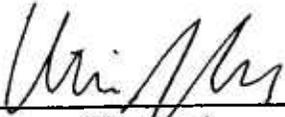
CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

except as here expressly stated (if any):

6/5/24
(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: Liam J. [Signature]

Dated: May 20, 2024

CONSULTANT

By: [Signature]
Darren L. Blood, P.E.

Executive Vice President
(TITLE)

Dated: May 20, 2024

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Natasha [Signature]

Dated: 6/5/24

THE STATE OF NEW HAMPSHIRE

By: [Signature]
Director of Project Development

for DOT COMMISSIONER

Dated: 6/5/24

Attorney General

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

Dated: 6/21/2024

By: [Signature]
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GM2 ASSOCIATES, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on May 04, 2000. 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: 346216

Certificate Number: 0006659650



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF AUTHORITY

I, Manish K. Gupta, do hereby certify that I am the President and CEO of GM2 Associates, Inc. ("GM2" or the "Corporation"), which corporation has its principal offices at 115 Glastonbury Boulevard, Glastonbury, Connecticut 06033, and is organized, incorporated, and in good standing under the laws of the State of Connecticut. I also certify that each of the further statements in this Certificate are true and correct.

Headquarters

115 GLASTONBURY BLVD
GLASTONBURY CT 06033
860.659.1416

12802 TAMPA OAKS BLVD
SUITE 110
TAMPA, FL 33637
813.459.1173

12798 FOREST HILL BLVD
SUITE 201
WELLINGTON, FL 33414
561.792.9000

10 CABOT RD
SUITE 101B
MEDFORD MA 02155
617.776.3350

6 CHESTNUT ST
SUITE 110
AMESBURY MA 01913
978.388.2157

27 JEFFERSON ST
TAUNTON MA 02780
508.824.6609

197 LOUDON RD
SUITE 310
CONCORD NH 03301
603.856.7854

200 MAIN ST
PAWTUCKET RI 02860
401.726.4084

Under resolutions duly adopted and ratified by the Board of Directors (the "Board") of the Corporation on May 20, 2024 in accordance with the constituent charter and By-Laws of GM2, which have not in any way been modified, repealed or rescinded subsequently, but remain in full force and effect, it was resolved:

THAT Darren L. Blood is Executive Vice President of the Corporation as of January 26, 2018 and that he will retain that office until and unless the Board resolves otherwise; and THAT as Executive Vice President, Darren L. Blood is duly authorized by the Corporation's By-Laws to enter into and sign contracts on behalf of the Corporation, including the contract with the New Hampshire Department of Transportation for North Hampton 24457.

Dated at Glastonbury, Connecticut this 20th day of May 2024.

Manish K. Gupta, President and CEO
GM2 Associates, Inc.



GM2ASSO-01

KFULLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2024

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
Smith Brothers Insurance, LLC.
68 National Drive
Glastonbury, CT 06033

CONTACT NAME: Keith Fuller
PHONE (A/C, No, Ext): (860) 430-3337 **FAX (A/C, No):**
E-MAIL ADDRESS: kfuller@smithbrothersusa.com

INSURED
GM2 Associates, Inc.
115 Glastonbury Blvd.
Glastonbury, CT 06033

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Company	20508
INSURER B: Continental Insurance Company (the)	35289
INSURER C: American Casualty Company Of Reading, Pennsylvania	20427
INSURER D: Travelers Casualty And Surety Company Of America	31194
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7036299421	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			7036299418	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7036299435	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7036299449	1/1/2024	1/1/2025	<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
D	<input checked="" type="checkbox"/> Professional Liab			107965531	1/1/2024	1/1/2025	Each Claim \$ 5,000,000
D	<input checked="" type="checkbox"/> RETRO: Full Prior			107965531	1/1/2024	1/1/2025	Annual Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

Re: North Hampton 24457
NH Dept. of Transportation and State of New Hampshire are included as additional insureds as respects to General Liability per policy forms.
30 days notice of cancellation except for non-payment of premium, only 10 days notice of cancellation shall be given.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
NH Dept. of Transportation
7 Hazen Drive
Concord, NH 03302

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



CNA PARAMOUNT

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

10020002170362994213716





NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement No: 19; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7036299418

Policy Effective Date: 01/01/2024

Policy Page: 109 of 256



Workers Compensation And Employers Liability Insurance
Policyholder Notice

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)

Policyholder Notice; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 7 36299449

Policy Effective Date: 01/01/2024

Policy Page: 9 of 116

NOTICE OF CANCELLATION PROVIDED BY THE COMPANY

This endorsement changes the following:

Professional Liability Terms and Conditions

PROVISIONS:

If the Company cancels this policy for any statutorily permitted reason other than nonpayment of premium, the Company will mail or deliver notice of cancellation to the Person or Entity shown in the Notice Schedule below. The Company will mail or deliver such notice to the address provided by the **Named Insured** at least the number of days shown for cancellation in such Notice Schedule before the effective date of cancellation.

Notice Schedule

Number of Days Notice of Cancellation: 30

Person or Entity:

Any person or entity to whom the **Named Insured** has agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. the **Named Insured** sends the Company a written request to provide such notice, including the name and address of such person or entity, after the **Named Insured** receives notice from us of the cancellation of this policy; and
2. The Company receives such written request no later than 10 days after the **Named Insured** receives the notice of cancellation.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 107965531



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



34

**CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER**

**JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER**

Bureau of Bridge Design
November 3, 2014

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with GM2 Associates, Inc., Concord, NH, Vendor #163283, for a total amount not to exceed of \$453,422.86, for the preliminary design for the rehabilitation or replacement to address the Red List bridge carrying US Route 1 over former B & M Railroad and improvements to the two adjacent intersections of North Road and US Route 1 in the Town of North Hampton, effective upon Governor and Council approval, December 31, 2017. 100% Federal Funds.

Funding is available as follows for FY 2015, and is contingent upon the availability and continued appropriation of funds for FY 2016 through FY 2018:

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
04-96-96-963515-3054 Consolidated Federal Aid				
046-500463 Eng Consultants Non-Benefit	\$150,000.00	\$150,000.00	\$100,000.00	\$53,422.86

EXPLANATION

The Department requires professional engineering design and environmental consultant services to prepare preliminary design, environmental documents, plans to progress through the permitting process, and estimates of quantities and costs for the rehabilitation or replacement of a single span concrete tee-beam and stone abutment foundations carrying US Route 1 over former B & M Railroad and improvements to the two adjacent intersections of North Road and US Route 1 in the Town of North Hampton. This bridge is on the State's Red List with a 2014 priority number of 33. The structure is anticipated to accommodate 3-lanes of traffic (one lane in each direction and center turn lane) with appropriate shoulders. Any environmental permitting required will be identified and the necessary documentation required to comply with the National Environmental Policy Act (NEPA) will be provided by the consultant. The consultant will also assist the Department in the public coordination effort with the town and users of the bridge. This project is currently included in the State's Ten-Year Transportation Improvement Plan (North Hampton 24457).

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for preliminary engineering design and associated environmental services for the North Hampton 24457 bridge project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on November 18, 2013, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on January 23, 2014 for consideration

and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on February 3, 2014 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on April 10, 2014 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of nine (9) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

<u>Consultant Firm</u>	<u>Office Location</u>
Clough, Harbour, & Associates, Inc.	Keene, NH
DuBois & King Inc.	Laconia, NH
Fay, Spofford, & Thorndike, Inc.	Bedford, NH
GM2 Associates, Inc.	Concord, NH
Greenman-Pedersen, Inc.	Portsmouth, NH
Hoyle, Tanner, & Associates, Inc.	Manchester, NH
Louis Berger Group	Manchester, NH
URS Corporation	Manchester, NH
Vanasse, Hangen, Brustlin, Inc.	Bedford, NH

The firm of GM2 Associates, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

GM2 Associates, Inc. has agreed to furnish the required services for a total amount not to exceed of \$453,422.86. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

This project funding is 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,



Christopher D. Clement, Sr.
Commissioner

April 24, 2014

PROJECT: NORTH HAMPTON 24457 (PART A)

DESCRIPTION: Preliminary design, public involvement process, final design, and associated environmental & cultural services for replacement or rehabilitation of the existing bridge carrying US Route 1 over the Boston & Maine Railroad in the town of North Hampton, and improvements to the two adjacent intersections of North Road and US Route 1. Constructed in 1935, this is a simple span concrete tee-beam bridge with a total length of 42 feet. This bridge is on the Department's Red List of deficient structures. The scope of work may include: Design a replacement or rehabilitation of the existing bridge, Replace bridge rail and approach rail, Perform analyses of the two US Route 1 and North Road intersections, located to the north and south of the bridge, Roadway design for the bridge and intersections, Traffic control design, Provide final bridge load rating, including NHDOT Bridge Rating Form 4, Evaluate intersections to determine whether signal warrants are met. The future structure is anticipated, as a minimum, to accommodate 3-lanes of traffic (one lane in each direction and a center turn lane), with shoulders. Environmental efforts are needed to prepare and complete all appropriate environmental documentation including cultural resource investigations and permitting requirements. This project requires Part "A" (Preliminary Design) and Part "B" (Final Design) services. This solicitation is for Part "A" only. At the conclusion of Part "A", the Department reserves the right to either negotiate a scope and fee for Part "B", or terminate the contract.

Services Required: BRDG, STRC, RDWY, ENV, HIST, TRAF, PINV

Fay, Spofford & Thordike, LLC	3	2	3	3	3	2		16
GM2 Associates, Inc.	1	1	1	1	1	1		6
URS Corporation	2	3	2	2	2	3		14

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	WEIGHT	Fay, Spofford & Thordike, LLC	GM2 Associates, Inc.	URS Corporation
Comprehension of the Assignment	20%	16	18	18
Clarity of the Proposal	20%	18	18	18
Capacity to Perform in a Timely Manner	20%	16	18	18
Quality & Experience of Project Manager/Team	20%	18	18	18
Previous Performance	10%	9	9	8
Overall Suitability for the Assignment*	10%	8	9	8
Total	100%	85	90	88

*Includes: Proximity to project; usage, quality and experience of subconsultants propos municipalities or other third party.

- Ranking of Firms:
1. GM2 Associates Inc
 2. URS Corporation
 3. Fay, Spofford & Thordike, LLC

Rating Considerations	Scoring of Firms			
	WEIGHT	Fay, Spofford & Thordike, LLC	GM2 Associates, Inc.	URS Corporation
Comprehension of the Assignment	20%	18	18	17
Clarity of the Proposal	20%	18	17	16
Capacity to Perform in a Timely Manner	20%	17	20	18
Quality & Experience of Project Manager/Team	20%	19	20	16
Previous Performance	10%	9	10	8
Overall Suitability for the Assignment*	10%	10	10	8
Total	100%	91	97	83

*Includes: Proximity to project; usage, quality and experience of subconsultants propos municipalities or other third party.

- Ranking of Firms:
1. GM2
 2. FST
 3. URS

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	W E I G H T	Fay, Spofford & Thorncliffe, LLC	GME Associates, Inc.	URS Corporation
Comprehension of the Assignment	20%	15	20	19
Clarity of the Proposal	20%	15	18	16
Capacity to Perform in a Timely Manner	20%	19	18	18
Quality & Experience of Project Manager/Team	20%	19	19	19
Previous Performance	10%	8	9	8
Overall Suitability for the Assignment*	10%	8	10	8
Total	100%	84	94	88

*Includes: Proximity to project; usage, quality and experience of subconsultants propose municipalities or other third party.

- Ranking of Firms:
1. GME
 2. URS
 3. FST

Rating Considerations	Scoring of Firms			
	W E I G H T	Fay, Spofford & Thorncliffe, LLC	GME Associates, Inc.	URS Corporation
Comprehension of the Assignment	20%	17	20	20
Clarity of the Proposal	20%	18	19	19
Capacity to Perform in a Timely Manner	20%	17	19	18
Quality & Experience of Project Manager/Team	20%	18	18	18
Previous Performance	10%	7	9	8
Overall Suitability for the Assignment*	10%	9	9	9
Total	100%	86	94	92

*Includes: Proximity to project; usage, quality and experience of subconsultants propose municipalities or other third party.

- Ranking of Firms:
1. GME
 2. URS
 3. FST

Rating Considerations	Scoring of Firms			
	W E I G H T	Fay, Spofford & Thorncliffe, LLC	GME Associates, Inc.	URS Corporation
Comprehension of the Assignment	20%	16	19	19
Clarity of the Proposal	20%	17	19	19
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	18	18	18
Previous Performance	10%	8	9	8
Overall Suitability for the Assignment*	10%	9	9	9
Total	100%	88	93	91

*Includes: Proximity to project; usage, quality and experience of subconsultants propose municipalities or other third party.

- Ranking of Firms:
1. GME
 2. URS
 3. FST

Rating Considerations	Scoring of Firms			
	W E I G H T	Fay, Spofford & Thorncliffe, LLC	GME Associates, Inc.	URS Corporation
Comprehension of the Assignment	20%	18	20	16
Clarity of the Proposal	20%	18	20	16
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	18	18	18
Previous Performance	10%	8	8	8
Overall Suitability for the Assignment*	10%	8	10	6
Total	100%	88	94	82

*Includes: Proximity to project; usage, quality and experience of subconsultants propose municipalities or other third party.

- Ranking of Firms:
1. GME
 2. FST
 3. URS