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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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William Cass, P.E.
Commissioner

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

Bureau of Environment
March 28, 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 Stantec Consulting Services, Inc., Auburn, New Hampshire, Vendor #174802, for an amount not to exceed \$250,000, to provide on-call underwater bridge inspection services for various structures located throughout the State, effective upon Governor and Council approval through May 31, 2027, with the option to renew for one year subject to Governor and Council approval.

Funds to support this request are available in the following account in State FY 2025 and is contingent upon the availability and continued appropriation of funds in FY 2026 and FY 2027, 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>	<u>FY 2027</u>
04-96-96-963515-3054 Consolidated Federal Aid			
046-500464 Gen Consultants Non-Benefit	\$155,000	\$70,000	\$25,000

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

EXPLANATION

The Agreement listed above is one that requires specific, specialized qualifications in the field of underwater bridge inspection that are essential to the Department's bridge inspection program for which the Department has no internal capabilities. These services will consist of performing underwater bridge inspections in accordance with National Bridge Inspection Standards (23 CFR 650, Subpart C), and preparation of signed inspection reports. Waterbody types will range from tidal harbors to small ponds and streams; water depths will range from five to 65 feet. Bids will be based on a fully equipped dive team; an NBIS qualified Team Leader Underwater Bridge Inspector, equipment, travel, mobilization, and expenses, per day of inspection plus cost to produce a dive report per bridge. The agreement is proposed to assure timely services as required to meet Department's FHWA mandated underwater inspection frequency requirements for those bridges in the NBI inventory that require them.

The existing on-call underwater bridge inspection services agreement expired on December 31, 2023.

<u>Firm</u>	<u>Contract Authority</u>	<u>Authorized to Date</u>
Collins Engineers, Inc	\$175,000	\$158,790.00

In pursuing this Agreement, the Department followed a pre-qualified, low-bid selection procedure in accordance with the Department's *Consultant Procurement Manual, Section 2.2, Statewide Low Bid Contracts*, dated August 25, 2017, and pursuant to RSAs 21-I:22-c, 21-I:22-d, 228:4, and 228:5-a. To enable proper comparison of bids, a sample project with hypothetical tasks for work to be conducted under the Agreement was provided to all bidders. Bids were received from the three (3) pre-qualified firms. One agreement in the amount of \$250,000 will be awarded to the A low bidder. The contract type of fee is a specific rate of pay at the bid hourly rate for each classification of employee directly engaged in the work. The Agreement will be administered by the Bureau of Bridge Design. This project is 80% Federal Funds with 20% state match. Turnpike toll credit is being utilized for match requirements, effectively using 100% Federal Funds.

Vendor	Office Location	Bid Order	Bid Amount
Stantec Consulting Services, Inc.	Auburn, NH	A	\$ 3,992.73
Collins Engineers, Inc.	Portsmouth, NH	B	\$5,993.00
Kleinfelder Northeast, Inc.	Manchester, NH	C	\$6,675.00

The Department met on January 22, 2024, reviewed the qualifications of four (4) firms submitting a Statement of Qualifications, and prequalified three (3) firms that met the minimum requirements. Invitations to Bid were extended to these firms on February 26, 2024, for the Bid Opening on March 14, 2024.

The firm of Stantec Consulting Services, Inc. is the A low bidder, and is recommended for the contract. This firm has an excellent reputation and has demonstrated its capability to perform the required services in similar contracts previously with the Department and/or with other agencies.

Stantec Consulting Services, Inc. has agreed to furnish the on-call services for an amount not to exceed \$250,000. The cost for individual Task Orders assigned under this contract will be negotiated and use specific rates of pay in accordance with the contract labor rates used on the hypothetical bid tasks. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date will be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Underwater Bridge Inspection Services 44536) 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 this Agreement for consulting services as outlined above.

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments

**New Hampshire Department of Transportation
Contract for Underwater Bridge Inspection
STATEWIDE PROJECT No. 44536**

CONTRACTOR'S BID SCHEDULE

NOTE:

1. This proposal shall be prepared by the bidder, with the unit prices type written words and figures, and the extensions made by the bidder.
2. Quantities of the various items listed herein are given solely to provide a uniform basis for comparison of bids.
3. Job assignments will be made on an as-needed basis. The quantities actually required to complete the contract work are unknown.
4. Fill in grey colored cells only.

ITEM NO.	UNIT	ITEMS AND UNIT PRICES BID <small>(dollars & cents, in words)</small>	UNIT PRICES		AMOUNT	
			Dollars	Cents	Dollars	Cents
1.	1 Day	<p>ITEM DESCRIPTION: A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, expenses, and preparation/submittal of draft dive inspection report per day of inspection.</p> <p>At: <u>Five thousand Six Hundred Ninety dollars and zero cents</u></p> <p style="text-align: right;">Dollars per 1 Day</p>	\$5,690	00	\$ 5,690	00
2.	1 Report per bridge	<p>ITEM DESCRIPTION: A fully developed report containing all notes, dimensions, measurements, sketches and photos type-written on a standardized form developed by the dive company and pre-approved for use by NHDOT.</p> <p>At: <u>Nine Hundred Eighty-Five dollars and zero cents</u></p> <p style="text-align: right;">Dollars per Report</p>	\$985	00	\$ 985	00
<p>Company: <u>Kleinfelder Northeast, Inc.</u></p> <p>Signature: <u><i>William C. Cashford</i></u></p> <p>Date: <u>3/14/2024</u></p>					<p>GRAND TOTAL</p> <p>\$ 6,675.00</p>	

EXHIBIT C

**New Hampshire Department of Transportation
Contract for Underwater Bridge Inspection
STATEWIDE PROJECT No. 44536**

CONTRACTOR'S BID SCHEDULE

NOTE:

1. This proposal shall be prepared by the bidder, with the unit prices type written words and figures, and the extensions made by the bidder.
2. Quantities of the various items listed herein are given solely to provide a uniform basis for comparison of bids.
3. Job assignments will be made on an as-needed basis. The quantities actually required to complete the contract work are unknown.
4. Fill in grey colored cells only.

ITEM NO.	UNIT	ITEMS AND UNIT PRICES BID (dollars & cents, in words)	UNIT PRICES		AMOUNT	
			Dollars	Cents	Dollars	Cents
1.	1 Dive Day	<p>ITEM DESCRIPTION: A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of dive inspection(s).</p> <p>At: <u>Five Thousand Three Hundred and Ninety Eight Dollars</u></p> <p><u>and Zero Cents</u></p> <p style="text-align: right;">Dollars per 1 Dive Day</p>	\$5,398	00	\$ 5,398	00
2.	1 Report per Bridge	<p>ITEM DESCRIPTION: A fully developed report containing all notes, dimensions, measurements, sketches and photos type-written on a standardized form developed by the dive company and pre-approved for use by NHDOT.</p> <p>At: <u>Five Hundred Ninety Five Dollars and Zero Cents</u></p> <p style="text-align: right;">Dollars per 1 Report per Bridge</p>	\$595	00	\$ 595	00
<p>Company: <u>Collins Engineers, Inc.</u></p> <p>Signature: </p> <p>Date: <u>3/13/2024</u></p>					<p>GRAND TOTAL</p> <p>\$ 5,993.00</p>	

EXHIBIT C

**New Hampshire Department of Transportation
 Contract for Underwater Bridge Inspection
 STATEWIDE PROJECT No. 44536**

CONTRACTOR'S BID SCHEDULE

NOTE:

1. This proposal shall be prepared by the bidder, with the unit prices type written words and figures, and the extensions made by the bidder.
2. Quantities of the various items listed herein are given solely to provide a uniform basis for comparison of bids.
3. Job assignments will be made on an as-needed basis. The quantities actually required to complete the contract work are unknown.
4. Fill in grey colored cells only.

ITEM NO.	UNIT	ITEMS AND UNIT PRICES BID (dollars & cents, in words)	UNIT PRICES		AMOUNT	
			Dollars	Cents	Dollars	Cents
1.	1 Dive Day	<p>ITEM DESCRIPTION: A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of dive inspection(s).</p> <p>At: Three Thousand One Hundred Ninety Seven and 16/100</p> <hr/> <p style="text-align: right;">Dollars per 1 Dive Day</p>	\$3,197	16	\$ 3,197	16
2.	1 Report per Bridge	<p>ITEM DESCRIPTION: A fully developed report containing all notes, dimensions, measurements, sketches and photos type-written on a standardized form developed by the dive company and pre-approved for use by NHDOT.</p> <p>At: Seven Hundred Ninety Five and 57/100</p> <hr/> <p style="text-align: right;">Dollars per 1 Report per Bridge</p>	\$795	57	\$ 795	57
Company: Stantec Signature:  Date: 3/14/2024			GRAND TOTAL		\$ 3,992.73	

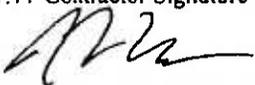
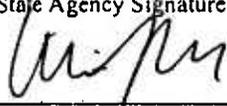
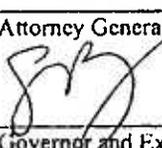
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483	
1.3 Contractor Name Stantec Consulting Services, Inc.		1.4 Contractor Address 5 Dartmouth Drive, Suite 200 Auburn, NH	
1.5 Contractor Phone Number 603-263-4653	1.6 Account Unit and Class 3054-0406	1.7 Completion Date 5/31/2027	1.8 Price Limitation \$250,000 03032
1.9 Contracting Officer for State Agency William Cass, Commissioner		1.10 State Agency Telephone Number (603) 271- 2731	
1.11 Contractor Signature  Date: 3/27/24		1.12 Name and Title of Contractor Signatory David McNamara, Principal	
1.13 State Agency Signature  Date: 5-6-24		1.14 Name and Title of State Agency Signatory William J. Oldenburg, Director of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/9/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration; but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Exhibit A – P37 - Special Provisions

Add to Section 14: INSURANCE:

14.1.1.a Maritime Employers Liability Insurance in policy amounts of not less than \$2,000,000 per occurrence; and

14.1.1.b US Longshore and Harbor Workers Insurance in policy amounts of not less than \$2,000,000 per occurrence; and

14.1.1.c Professional liability (errors and omissions) insurance in policy amounts of not less than \$2,000,000 per occurrence.

Exhibit B – Scope of Work – Amendment 1

1. Scope of Work

Duties: Inspect underwater portions of various bridges in accordance with the National Bridge Inspection Standards and prepare signed inspection reports with the following:

- Date of Inspection.
- Town Name, Bridge Number, Route, and Waterway name.
- Complete details, location, sketches, photos, or videotape of any damage, deterioration, and/or scour around footings.
- Water depth measurements across the channel of all spans and along waterway; around each pier and along each abutment from 20 feet up stream of the bridge to 20 feet down stream of bridge. Provide a vertical measurement from the water surface to the top of deck or deck coping (whichever is higher) directly above at an average water elevation location. This point will be noted with a  symbol on the plan view of the depth readings page of the report and dimensioned horizontally to the nearest face of a substructure unit.
- Bottom of channel profile measurements along each abutment footing (if exposed) and each side of each pier footing (if exposed) indicating the depth of exposed footing from top of footing to channel bottom at regular intervals and including an undermining profile in-kind to the sample provided with the bidding invitation notice. If the footing is not exposed, still provide a channel profile form indicating "Footing Not Exposed" or similar and omit any undermining profile form.
- On a bridge construction project; inspection of cofferdams, including bottom surface conditions and profile.

**Statewide Underwater Bridge Inspection Services
NH Project Number: 44536**

Bids will be based on a fully equipped dive team; an NBIS qualified Team Leader Underwater Bridge Inspector*, travel, mobilization, all expenses, and preparation of dive inspection reports, per day of inspection. This Agreement consists of the following documents: Exhibits A, B, & C, which are all incorporated herein by reference as if fully set forth herein.

Minimum equipment as follows:

- Digital underwater camera with image resolution equal to or exceeding 1024 x 768 pixels (0.786 mp).
- Hand tools for cleaning and measuring.
- Boat(s) suitable for use in waters ranging from tidal harbor areas to small ponds without boat ramp access.
- Fathometer.
- Underwater ultrasonic thickness gage.

2. Submission of Reports, Plans and Documents

Contractor will develop a standardized dive report form subject to approval by NHDOT. The report is expected to be similar in format to either of the two sample dive reports provided during the bid period. This report shall incorporate all aspects of the sample Channel Profile Report provided with the invitation to bid but may be integrated into the standardized report as the Contractor deems fit. Once approved, this standardized report shall be used for all dive reports.

Photographs are to be processed, identified, marked, and submitted to the NHDOT within two (2) weeks of the inspection along with the dive inspection report containing all notes, dimensions, measurement, sketches, and photos, type-written on the pre-approved standardized form. Reports for bridges with findings of elevated concern shall be expedited. NHDOT reserves the right to request additional information and/or clarification to any report at no additional charge.

**Statewide Underwater Bridge Inspection Services
NH Project Number: 44536**

*FHWA regulations state that, among other requirements, Team Leaders must successfully complete a FHWA approved comprehensive bridge inspection training course (or other FHWA approved bridge inspection training), which is interpreted by FHWA as being two (2) weeks in length. (Refer to the Federal Register Vol. 69, No. 239, Tuesday, December 14, 2004 pages 74419 – 74439, 23 CFR Part 650 and associated FHWA publications as needed for additional information and any amendments thereof.)

EXHIBIT C

New Hampshire Department of Transportation Contract for Underwater Bridge Inspection STATEWIDE PROJECT No. 44536

CONTRACTOR'S BID SCHEDULE

NOTE:

1. This proposal shall be prepared by the bidder, with the unit prices type written words and figures, and the extensions made by the bidder.
2. Quantities of the various items listed herein are given solely to provide a uniform basis for comparison of bids.
3. Job assignments will be made on an as-needed basis. The quantities actually required to complete the contract work are unknown.
4. Fill in grey colored cells on'y.

ITEM NO.	UNIT	ITEMS AND UNIT PRICES BID (dollars & cents. in words)	UNIT PRICES		AMOUNT	
			Dollars	Cents	Dollars	Cents
1.	1 Dive Day	<p>ITEM DESCRIPTION: A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of dive inspection(s).</p> <p>At: <u>Three Thousand One Hundred Ninety Seven and 16/100</u></p> <p style="text-align: right;">Dollars per 1 Dive Day</p>	\$3,197	16	\$ 3,197	16
2.	1 Report per Bridge	<p>ITEM DESCRIPTION: A fully developed report containing all notes, dimensions, measurements, sketches and photos type-written on a standardized form developed by the dive company and pre-approved for use by NHDOT.</p> <p>At: <u>Seven Hundred Ninety Five and 57/100</u></p> <p style="text-align: right;">Dollars per 1 Report per Bridge</p>	\$795	57	\$ 795	57
GRAND TOTAL					\$ 3,992.73	
Company: Stantec						
Signature: 						
Date: 3/14/2024						

Underwater Inspection 44536 Exhibit C

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

1. The total cost of all work expenses and profit under this AGREEMENT shall not exceed \$250,000.
2. The rates tabulated in the Bid Schedule shall include all charges attributed to direct cost, fringe benefits, payroll taxes, overhead, direct expenses and profit and shall be used in billing for all work done under this AGREEMENT.
3. Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, project bill submitted on a monthly basis by the Consultant.
4. The Consultant shall maintain adequate cost records for all work performed under this AGREEMENT.
5. All records and other evidence pertaining to cost incurred shall be made available all reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government (if utilized on a Federally funded project), and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).
6. When outstanding work remains to be completed, the Consultant shall submit monthly progress reports of work accomplished on a project-by-project basis in a manner satisfactory to the DEPARTMENT.

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.

Strattec Consulting Services, Inc.
(Company)

By: [Signature]

Principal
(Title)

Date: 3/27/21

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.

3/27/24

(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Principal and duly-authorized representative of the firm of Stratec Consulting Services, 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.

3/27/24

(Date)

[Signature]

(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

except as here expressly stated (if any):

5.6.24
(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.

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 STANTEC CONSULTING SERVICES INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 09, 2006. 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: 557168

Certificate Number: 0006657215



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

OFFICER'S CERTIFICATE
of
STANTEC CONSULTING SERVICES INC.
A NEW YORK CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Corporate Counsel** of **Stantec Consulting Services, Inc.**, a New York corporation (the "**Corporation**").
2. On **April 1, 2023**, the following resolution was adopted by the Corporation's Board of Directors:

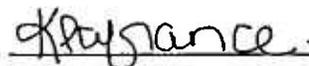
BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;
2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.; and
3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

David McNamara, PE is a **Principal** of the Corporation, and in that capacity is duly authorized to sign proposals and enter into agreements for professional services in accordance with the Corporation's Signing Authority Policy in connection with the following project:

Statewide Underwater Bridge Inspection Services – NH Project Number: 44536
State of New Hampshire, Department of Transportation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 27th day of March, 2023.


Katharine LaFrance,
Corporate Counsel





CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)
4/25/2024

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).

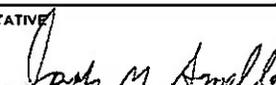
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td>INSURER C : Swiss Re Corporate Solutions Elite Insurance Corporation</td> <td>29700</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : Berkshire Hathaway Specialty Insurance Company	22276	INSURER C : Swiss Re Corporate Solutions Elite Insurance Corporation	29700	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED STANTEC CONSULTING SERVICES INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427															

COVERAGES CERTIFICATE NUMBER: 20408773 REVISION NUMBER: XXXXXXXX

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	47 - GLO-307584	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J - CAP - RE086819 (AOS) TJ - BAP - RE086820	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____	N	N	47 - UMO-307585	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB - 3P635310 (AOS) UB - 3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2024 5/1/2024	5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROPERTY	N	N	NAP 2005404	5/1/2024	5/1/2025	ALL RISK

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT #44536. STATEWIDE UNDERWATER BRIDGE INSPECTION.

CERTIFICATE HOLDER	CANCELLATION See Attachments
20408773 STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION PO BOX 483, 7 HAZEN DRIVE CONCORD NH 03302-0483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

STANTEC CONSULTING.: 1415571



20408773
STATE OF NEW HAMPSHIRE
PO BOX 483, 7 HAZEN DRIVE,
CONCORD, NH 03302-0483

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance. To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **20408773. You must reference this Certificate ID number in order for us to complete this process.**

- Ø Certificate ID: 20408773
- Ø Email: kcasu@Lockton.com
- Ø Subject Line: ASU E-Delivery

NOTES:

- Signing up for this will **NOT** sign you up for any solicitation emails - your email will only be used to forward updated or renewal certificates direct from Lockton.
- Your certificates will come via a **secure link** to our database. If you do need a pdf of a certificate, please email kcasu@lockton.com to request one.
- If you received this letter with a certificate via email, no further action on your part is necessary.
- If you no longer need this certificate, please contact us at kcasu@lockton.com, reference the Holder ID number and use this subject line: "Certificate Removal"

Thank you for your cooperation.

**Lockton Companies
Account Services Unit**

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 02 01 (B)**

POLICY NUMBER: UB - 3P635310 (AOS); UB - 3P533004 (MA, WI)

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14. This insurance does not cover:

1. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
2. Your duty or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 02 01 (B)**

POLICY NUMBER: UB - 3P635310 (AOS);UB - 3P533004 (MA, WI)

- 1. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

- 2. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

- 1. Description of work:

VESSELS-N.O.C.-COVERAGE II- USL ACT

VESSELS-NOC-COVERAGE UNDER ADMIRALTY LAW-PROGRAM II USL&HW ACT BENEFITS

- 2. Transportation, Wages, Maintenance, and Cure Premium \$ INCLUDED

Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

- 3. Limits of Liability

Bodily Injury by Accident \$ 1,000,000 each accident

Bodily Injury by Disease \$ 1,000,000 aggregate

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

POLICY NO: UB - 3P635310 (AOS) , UB - 3P533004 (MA, WI)
NAMED INSURED: SEE ATTACHED CERTIFICATE

**LONGSHORE AND HARBOR WORKERS'
COMPENSATION ACT COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in item 3.A of the Information Page:

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part. Two (Employers Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

	Schedule
State	Longshore and Harbor Workers' Compensation Act Coverage
Percentage	

Each state shown in Item 3A of the information page.

The premium for such exposure that may develop by virtue of this endorsement shall be computed in accordance with the manuals in use by the company.

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY)

3/21/2024

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 OW. 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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: _____ PHONE (A/C, No., Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td>INSURER B:</td> <td>AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Berkshire Hathaway Specialty Insurance Company	22276	INSURER B:	AIG Specialty Insurance Company	26883	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURED 1414100 STANTEC CONSULTING SERVICES INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427																					

COVERAGES **CERTIFICATE NUMBER:** 20408778 **REVISION NUMBER:** XXXXXXXX

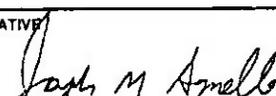
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEO RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2023	10/1/2024	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2023	10/1/2025	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT #44536. STATEWIDE UNDERWATER BRIDGE INSPECTION.

CERTIFICATE HOLDER

CANCELLATION

20408778 STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION PO BOX 483, 7 HAZEN DRIVE CONCORD NH 03302-0483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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