New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

8

David Rodrigue, P.E.
Assistant Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Highway Design
April 24, 2025

REQUESTED ACTION

1. Authorize the Department of Transportation to amend Contract #4009349 with GM2 Associates, Inc., Concord, New Hampshire, Vendor #163283, for final design for the reconstruction of the unimproved 1.7-mile segment of NH 125, between Old County Road in the Town of Plaistow, and Newton Junction Road in the Town of Kingston, by extending the completion date from December 30, 2025, to December 30, 2027, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on September 15, 2021.

2. Further authorize the Department of Transportation to increase the fee in the amount of $204,234.25, from $922,626.19 to $1,126,860.44, effective upon Governor and Council approval. Funding Type 100% Federal Funds.

Funds are available in the following account for Fiscal Year 2025, and are anticipated to be available in Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget(s), with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

04-096-96-963515-3054	FY 2025	FY 2026
Consolidated Federal Aid		
046-500464 Gen Consultants Non-Benefit	$194,234.25	$10,000

EXPLANATION

On September 15, 2021, the Governor and Council authorized the subject agreement (Item # 27; copy of Resolution attached) in the amount of $922,626.19 for final design for the reconstruction of the unimproved 1.7-mile segment of NH 125 between Old County Road in the Town of Plaistow and Newton Junction Road in the Town of Kingston. The objective of the project is to improve safety and traffic operations along this route.

The purpose of this amendment is to allow the Consultant sufficient time and funding needed to complete the design, and for the Department to acquire necessary rights-of-way for construction of the project. The Right-Of-Way process has led to the need for numerous redesign efforts causing additional

design services not identified in the original scope. Further, a time extension is necessary because Construction Engineering Services are included in the contract.

The work is approximately 82% complete and of the original $922,626.19 amount approved for this contract there is a balance of approximately $166,964.31 remaining (100% Federal Funds).This Agreement (Plaistow-Kingston Final Design 10044E) 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 amend this Agreement for consulting services as outlined above.

Sincerely,

William J. Cass, P.E.
Commissioner

Attachments

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Bureau of Highway Design
Room 200
Tel. (603) 271-2171

PLAISTOW-KINGSTON
X-A000(378)
10044E
Fee and Time Amendment
(Agreement Dated June 18, 2021
Contract No. 4009349)

April 16, 2025

Mr. Darren Blood, P.E.
GM2 Associates, Inc.
197 Loudon Rd., Suite 310
Concord, NH 03301

Dear Mr. Blood:

This letter amends Article I, and Article II in the above-referenced Agreement.

Article I, Section N (Date of Completion) is being amended to extend the date of completion. The original and amended dates are as follows:

Original Completion Date	DECEMBER 30, 2025
By this letter, amended to	DECEMBER 30, 2027

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by $204,234.25 as payment for additional services by GM2 Associates, Inc. for additional effort associated with the process to secure ROW resulted in numerous redesign efforts exceeding the originally provisioned effort. Construction Engineering Services, to comply with the Departments Engineer of Record (EOR) policy, are included in the contract resulting in the need for the contract extension based on current advertising schedule.

The portion of Article II, Section A (General Fee) specifying the dates for the fee and manhour estimates is being amended to read as follows:

"The total amount to be paid under this AGREEMENT shall not exceed $1,126,860.44, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of APRIL 8, 2021(REVISED MAY 11, 2021 AND APRIL 11, 2025),..."

Furthermore, this fee increase revises the amounts in Article II, Section B (Summary of Fees) as follows:

- Increases the estimated amount of (a) actual CONSULTANT'S salaries, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead by $93,985.68, from $824,932.90 to $918,918.58.

- Increases the amount of (b) fixed fee to cover profit and non-reimbursed costs by $9,398.57, from $82,493.29 to $91,891.86.

- Increases the amount of (c) reimbursement for direct, out-of-pocket expenses by $850.00, from $15,200 to $16,050.00.

- Inserts (d) Reimbursement for Construction Engineer Services costs at $100,000.00.

Also, the first sentence in paragraph 1 of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"Costs incurred against this AGREEMENT shall not exceed $1,126,860.44, unless otherwise authorized."

The above additional work revises the total amount payable under this Agreement, which increases by $204,234.25, from $922,626 to $1,126,860.44 by this amendment.

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

Sincerely,

Curtis A. Morrill,
Project Manager

Approved: William J. Oldenburg, P.E.
Director of Project Development

We concur in the above Amendment.

GM2 ASSOCIATES, INC.

By: _____
Darren L. Blood, P.E.

Title: Executive Vice President

CAM/cam

AGREEMENT AMENDMENT

PLAISTOW-KINGSTON, X-A000(378), 10044E

GM2 ASSOCIATES, INC.

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

Consultant

WITNESS TO THE CONSULTANT

By: Laurie A. Adams

Office Administrator

Dated: 4-16-2025

CONSULTANT

By: Edward J. Bloom

Executive Vice President (Title)

Dated: 4/16/2025

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Natasha Tilo

Dated: 5/5/25

THE STATE OF NEW HAMPSHIRE

By: William Cass

DOT COMMISSIONER

Dated: 5/5/25

Attorney General

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

Dated: May 14, 2025

By: Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on _____ approved this amended 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: **0007160707**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April A.D. 2025.

David M. Scanlan
Secretary of State

GM2

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.

Under resolutions duly adopted and ratified by the Board of Directors (the "Board") of the Corporation on April 16, 2025 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 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 for Plaistow-Kingston, X-A000(378), 10044E.

Dated at Glastonbury, Connecticut this 16th day of April 2025.

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

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

GM2ASSO-01 KFULLER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2025

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: Erik Vincelette
PHONE (A/C, No, Ext): (203) 458-0035 FAX (A/C, No):
E-MAIL ADDRESS: evincelette@smithbrothersusa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : National Fire Insurance Company Of Hartford	20478
INSURER C : Continental Insurance Company (the)	35289
INSURER D : American Casualty Company Of Reading, Pennsylvania	20427
INSURER E : Hudson Insurance Company	25054
INSURER F :	

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

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	7036299421	1/1/2025	1/1/2026	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 - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			7036299418	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,00
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7036299435	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7036299449	1/1/2025	1/1/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liab			PRB 06 19 120081	1/1/2025	1/1/2026	Each Claim	5,000,000
E	Deductible: $50,000			PRB 06 19 120081	1/1/2025	1/1/2026	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.

GM2 Project #40270
Re: Plaistow Kingston 10044E, X-A0003(378), Reconstruction of NH Route 125.
The State of New Hampshire, DOT is an are Additional Insureds on the General Liability per the policy forms and written contract on a Primary and Non-Contributory basis.

CERTIFICATE HOLDER

The State of New Hampshire
Department of Transportation
7 Hazen Drive, P.O. Box 483
Concord, NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL - BLANKET

This endorsement modifies insurance provided under the following:

ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY POLICY

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

Endorsement Effective 01/01/2025	Policy Number: PRB 06 19 120081
Named Insured GM2 Associates, Inc.	Countersigned by:

(Authorized Representative)

If the Insurer cancels or chooses to nonrenew this Policy for any reason other than nonpayment of premium, the Insurer will provide written notice at least 30 days before the effective date of the cancellation or nonrenewal to the designated person or organization in the below schedule.

Such notice will be sent via the US mail address or E-mail address. Proof of mailing or E-mailing will be sufficient proof of notice.

Schedule

As per schedule to be provided upon request.

All other provisions remain unchanged.

CNA	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.

1002000217036299421747 9

VALLEY FORGE INSURANCE COMPANY
Insured Name: GM2 ASSOCIATES INC

Policy No: 7036299421
Endorsement No: 35
Effective Date: 01/01/2025

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AUG10'21 PM 2:28 RCVD

27 Sam

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
July 1, 2021

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 the firm of GM2 Associates, Inc., Concord, NH, Vendor #163283, for an amount not to exceed $922,626.19, for the reconstruction of the unimproved 1.7 mile segment of NH 125 between Old County Road in the Town of Plaistow and Newton Junction Road in the Town of Kingston, effective upon Governor and Council approval, through December 30, 2025. 100% Federal Funds.

Funding is available in Fiscal Year 2022 and Fiscal Year 2023 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

04-096-96-963515-3054	FY 2022	FY 2023
Consolidated Federal Aid		
046-500464 1Gen Consultants Non-Benefit	$550,000.00	$372,626.19

EXPLANATION

The Department requires professional engineering consulting services for the final design of the reconstruction of the unimproved 1.7 mile segment of NH 125 between Old County Road in the Town of Plaistow and Newton Junction Road in the Town of Kingston. This project has been through an extensive public involvement process due to the elapsed time since the original Public Hearing on November 3, 2004.

On May 2, 2018, the Governor and Council authorized the Part A preliminary design agreement with GM2 Associates, Inc. (Item #35) for Preliminary engineering required to re-evaluate the previously-conducted environmental review for the reconstruction of the unimproved 1.7 mile segment of NH 125 between Old County Road in the Town of Plaistow and Newton Junction Road in the Town of Kingston. The intent was to develop an alternative that will improve the safety and traffic operations of NH 125, while minimizing impacts on natural, cultural, and socio-economic resources. The objectives were to reevaluate the recommendations of the Environmental Assessment in light of current traffic volumes and revised future projections, to modify the proposed action as appropriate for mobility along NH 125 as well as safe and efficient access to abutting properties, and to advance the project through preliminary and final design. In the Part A agreement, the Department reserved the right to either negotiate a scope and fee for the Part B final design services or terminate the contract. Since the firm of GM2 Associates, Inc. satisfactorily completed the Part A services for this project, the Department proposes to continue with this firm to perform the Part B final design. This Part B final design agreement for engineering consulting services continues the above intent and objectives and includes final roadway design, environmental permitting, project management, public involvement, contract plans, specifications, special provisions, and estimates of quantities and costs to complete the improvements.

GM2 Associates, Inc. has agreed to furnish the professional engineering services for an amount not to exceed $922,626.19. 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 (Plaistow-Kingston, X-A0003(378), 10044E, Part B) 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,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

V3

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A. SPECIAL CONTRACT PROVISIONS FOR COVID-19
B. **SCOPE OF WORK FOR PART B –(Prepared by GM2 dated May 10, 2021)**
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
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Plaistow
X-A000(378)
10044E
(Part B)

AGREEMENT
FOR PROFESSIONAL SERVICES

a. **PREAMBLE**

THIS AGREEMENT made this 18th day of June in the year 2021 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 improve the 1.7 mile segment of NH 125 between Old County Road in the Town of Plaistow and Newton Junction Road in the Town of Kingston.

The DEPARTMENT requires professional final design for the reconstruction of the unimproved 1.7 mile segment. These services are outlined in the CONSULTANT'S Revised Scope of Work (Attachment B) dated May 10, 2021 and Fee Proposal dated May 10, 2021, 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.

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves the study of improvements to the 1.7 mile segment of NH 125 between Old County Road (Plaistow) and Newton Junction Road (Kingston). The purpose of the project is to develop an alternative that will improve the safety and traffic operations of NH 125, while minimizing impacts on natural, cultural, and socio-economic resources. A preliminary design for this segment was developed for the Final Plaistow-Kingston 10044B Environmental Assessment/4(f) Evaluation (EA) in October 2005. Some key considerations to be aware of include the following:

- The segment of NH 125 to be improved is two lanes with variable width shoulders.
- Side roads, including Kingston Road and Colonial Road, intersect NH 125 at sharp skew angles.
- There are numerous private driveways within the segment. The EA proposed action sought to implement some access management measures.
- The EA proposed widening the roadway to provide a four-lane divided cross section with limited median crossings, and improving the geometrics of selected intersections. Kingston Road was proposed to be extended north to a new signalized intersection with NH 125 opposite Roadstone Drive (a private road).

Because the traffic growth anticipated by the EA has not occurred, the objectives of the engineering effort will be to reevaluate the recommendations of the EA in light of current traffic volumes and revised future projections, to modify the proposed action as appropriate for mobility along NH 125 and safe and efficient access to abutting properties, and to advance the project through preliminary and final design. As the development of improvement alternatives proceeds, it will be crucial to work closely with all appropriate public and private stakeholders to gain consensus on design decisions.

The design efforts for this project will include part 'B' (final) design. Part 'B' efforts will: 1.) Address Slope and drain comments and prepare revised Slope and Drain plans for utility coordination; 2.) prepare final roadway typicals, profiles and plans; 3.) prepare final environmental permits and documentation and prepare an updated environmental document for the revised proposed action; and 4.) advance the design through the Plans Specifications & Estimate phase of plan development.

B. SCOPE OF WORK (GENERAL)

The scope of work is for the final design and preparation of contract plans, specifications, estimates and construction services for the layout approved as a result of the Public Hearing, and documented in the final Environmental Document.

ARTICLE I

The design shall consider temporary and permanent erosion control measures and Best Management Practices (BMPs) consistent with current New Hampshire Department of Environmental Services (NHDES) guidelines, hazardous material investigation and treatments, drainage, landscaping and streetscape designs, lighting, BMP Management Plan and treatments to minimize environmental impacts, highway signs, construction traffic control plan, and pavement markings. The CONSULTANT shall incorporate into the design plans any DEPARTMENT provided materials and designs such as environmental special conditions (LRS, PFAS, ETC), supplemental survey, geotechnical information and utility relocations.

The CONSULTANT will develop colored plans for the DEPARTMENT's use in meetings and coordination with the public. The colored plans will be developed subsequent to the Preliminary Plan, Specification and Estimate, and incorporate necessary refinements based on DEPARTMENT review to date. The CONSULTANT is responsible for all meeting minutes.

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 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 shall be responsible for the following:

1. All applicable environmental permits and supporting documentation, including photographs. Anticipated permits include: NHDES Dredge and Fill, and conformance with NHDES Alteration of Terrain regulations and the NH Stormwater Management Manual.
2. The CONSULTANT'S plans shall include all commitments made in the environmental documents to the extent practicable.
3. Limited Reuse Soil – The CONSULTANT shall follow guidance developed by the DEPARTMENT for the management of Limited Reuse Soil (LRS). These soils must be managed as part of the contract and where they can be used may be limited by site constraints.
4. Construction Impacts: The CONSULTANT shall perform, as necessary, tasks required to assess the potential construction impacts on the natural, cultural, and socio-economic resources present within the project area.
5. Agency Coordination: The CONSULTANT will attend one of the DEPARTMENT's monthly Natural Resource Agency meetings and coordinate a field meeting, if needed, with the agencies to review

resource impacts. The CONSULTANT will be responsible for supplying support graphics, making presentations and preparing meeting minutes.

E. SCOPE OF WORK (FINAL DESIGN)

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

1. The CONSULTANT shall develop plans at the scale of 1" = 50', unless otherwise noted.
2. The CONSULTANT shall be responsible for the incorporation of environmental resource mapping, right-of-way and property line information, geotechnical information, and utility information, etc. ,
3. The design of all permanent guide, warning and regulatory signs in accordance with the MUTCD and per NHDOT typical practices along the corridor. Adding these elements into the contract plans including the quantity summary sheets with guidance from the DEPARTMENT.
4. The development of the permanent construction sign and warning device package, including the quantity summary sheets. This shall include summary sheets for relocated signs for construction sequencing.
5. The design and incorporation of all pavement marking layouts, item numbers, item descriptions, and quantities.
6. The incorporation of utility relocations as designed by the individual utility owner, and the review of constructability and traffic control for the contract plans.
7. Construction quantity estimates for each major submission (PPS&E, & PS&E) shall be completed. Estimates shall be submitted with a narrative explaining all major quantity changes.
8. Preparation of presentation (colored) base plans at the PPS&E, and PS&E submissions.
9. The CONSULTANT will provide the existing right-of-way and abutting property information in the appropriate CAD/D format.
10. Right-of-way alignments will be furnished by the DEPARTMENT.
11. The DEPARTMENT will process additional survey requests to the extent necessary to ensure continuity between new and current detail model files. The CONSULTANT will be given these files and shall be responsible for the incorporation of these files into the current detail base plans and digital terrain models (DTM). The incorporation of additional survey information shall include all drafting, labeling, detailing and field checking of the detail of all survey requests. Additional surveys may be required throughout the design process, and the CONSULTANT shall modify the design, as necessary, based upon the updated survey information.
12. The CONSULTANT shall examine which elements of design, might affect aerial and underground utilities. Any conflict between design elements and utilities shall be identified and brought to the attention of the DEPARTMENT. A special effort shall be made by the CONSULTANT to modify

drainage features in order to avoid conflicts with underground utilities, as may be required, during all subsequent design phases.

13. The CONSULTANT shall furnish two (2) permanent, legible copies of the design calculations, suitably bound, and when directed, all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.
14. The CONSULTANT'S Licensed Professional Engineer stamp for the State of New Hampshire shall appear on the construction plans, reports and any other documents that will be submitted to the DEPARTMENT. Stamps shall be those of the professional engineers who prepared them or under whose direct supervisory control they were prepared.

F. SCOPE OF WORK (UTILITIES)

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

G. SCOPE OF WORK (RIGHT-OF-WAY)

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

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

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

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

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

H. SCOPE OF WORK (PUBLIC PARTICIPATION)

The CONSULTANT shall provide limited support to the public participation process that enhances the DEPARTMENT'S "Public Involvement Process for New Hampshire Transportation Improvement Projects". The CONSULANT shall prepare presentation graphics, handouts and support displays. The CONSULTANT will attend

the presentations and shall draft meeting minutes. Specific tasks include:

1. Public Participation Support: The CONSULTANT shall prepare the colored plans and graphics for the Meetings for the DEPARTMENT. These plans are intended to support the DEPARTMENT's efforts for Public Meetings. The CONSULTANT is responsible for attendance, presentation and preparing of any project meeting notices and meeting notes, supported by The Department.
2. Website: The CONSULTANT will provide documents for posting to the State and Town website as needed.

I. <u>MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION</u>

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:
2. All existing survey and baseline data on disk or other electronic means, field notes, and note reductions in the format outlined in the current DEPARTMENT CAD/D Procedures and Requirements. An electronic ground model shall be provided, if available, along with all existing information that can be used to create a model (ASCII point file, SDR data files, etc.).
3. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the ground terrain model and plans shall be the responsibility of the CONSULTANT.
4. 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.
5. Electronic drawings in MicroStation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of preliminary base plans to the DEPARTMENT for use by the utilities. The CONSULTANT shall be responsible for the incorporation of this information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
6. Any available 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.). The DEPARTMENT will also gather any supplemental topographical survey data that is determined to be necessary as the project proceeds, and will process this data for use. Incorporation of this supplemental information into the digital terrain model and base plan shall be the responsibility of the CONSULTANT.
7. Electronic drawings in Microstation format of the Right-of-Way data, approximate property lines, and parcel owners. These electronic files containing abstracting information will be updated, as necessary,

throughout development of the project. The CONSULTANT shall be prepared to incorporate refinements from the Department, to the electronic files, as needed.

8. Prints of the following information:
   a. Any information outlined in Article I.K.1.a. through g. above (electronic information) both existing and proposed, when available, for verification by the CONSULTANT.
   b. Any additional information (e.g., abstracting, utilities, etc., not available electronically) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
9. Geotechnical investigations and recommendations, if available.
10. Conceptual 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.

J. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall begin performance of the services designated in the Contract 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 in order to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project.

K. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

The CONSULTANT shall prepare and submit to the DEPARTMENT separate submissions as described hereinafter.

The CONSULTANT, with each submission, shall submit a Design Report describing the "design issues" addressed in that submission. The report shall include design criteria and controls, specific items and issues of interest, design calculations appropriate for the submission, drainage information (including back-up calculations, pollutant loading data, and a copy of the drainage software model), traffic analyses and a construction cost estimate. In addition, the report shall include anticipated or outstanding issues and the CONSULTANT'S recommendations. All issues shall be noted as to whether the CONSULTANT feels that the issue is within the scope of work described in Article I. Meetings between the CONSULTANT and the DEPARTMENT shall be held prior to submissions to discuss design issues and recommendations.

The CONSULTANT shall submit information in the agreed to format.

ARTICLE I

The CONSULTANT will be expected to support their design proposals and any issues resulting from review by the DEPARTMENT, with alternative studies and reasonably itemized cost comparisons for alternate concepts.

Any and all CAD/D-related work completed during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT.

1. Roadway Design Submissions

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

a. Pre-Preliminary Plans – Roadway (Not Applicable)

b. Preliminary Plans – Roadway: (Not Applicable)

c. Slope and Drain Plans – Roadway (Not Applicable)

d. Right-of-Way Impact Plans

Following incorporation of the DEPARTMENT'S comments on the Slope and Drain Submission, the CONSULTANT shall submit right-of-way impact plans showing permanent and temporary property impacts to allow the DEPARTMENT to begin the right-plan development, see ROW scope of work for more detail.

e. Wetland Plans

Also following incorporation of the DEPARTMENT'S comments on the Slope and Drain Submission, the CONSULTANT shall submit Wetland Impact plans showing permanent and temporary impacts for inclusion with the wetland permit applications. These areas shall be hatched or colored according to the DEPARTMENT'S standards. Accompanying these plans, the CONSULTANT shall provide a tabulated impact summary showing wetland identification numbers, areas of fill or dredged volumes in the temporary and permanent conditions for the construction contract.

f. Utility Plans

Following submission and review of the Slope and Drain submission, the CONSULTANT shall incorporate DEPARTMENT comments into the design layout and assemble the plans into a cut sheet format. The CONSULTANT shall then furnish cut sheet plans (paper prints) of front sheet, plans, profiles, and cross-sections and a list of revised utility conflicts for use by the Design Services Section. 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, all cross-sections, traffic control with construction phasing, clearing and grubbing limits, fencing requirements, lighting and ITS conduit. Also, the plans shall reflect all existing detail, existing drainage and existing utilities. Comments will be returned to the CONSULTANT to finalize the plans prior to the formal submission for relocations. The plans shall show the status of the design prior to preparation of the Preliminary PS&E submission.

g. Preliminary Plan, Specification and Estimate (PPS&E)

The Preliminary PS&E submission shall consist of preliminary contract drawings, draft special provisions for items for which current specifications are not available from the DEPARTMENT, and a Preliminary PS&E estimate of quantities and costs. Quantity Summary sheets shall be submitted with major items complete and other items nearly complete. In developing the plans to the Preliminary PS&E stage, the DEPARTMENT will require an estimate of the quantities. Two bound copies of the quantity calculations shall be furnished with the estimate. The plans shall reflect all comments from the Slope and Drain submission and issues that appear during final design.

h. Plan, Specification and Estimate (PS&E)
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, construction plans, two bound copies of the revised quantities book, and a PS&E estimate of quantities. In addition, 2 bound copies of the design report, 2 updated copies of the drainage report, and final Special Provisions shall be submitted.

2. Final Submission Document Requirements

The CONSULTANT'S final submission shall include hard copy of plans, as well as electronic CAD/D files. The CAD/D files shall consist of the base plans with enhancements in MicroStation format, using DEPARTMENT naming conventions, line styles and character styles. The CAD/D files shall also contain a proposed 3D top line model, complete out to the slope limits. The horizontal, vertical, pavement layout, final slopes, ditches, BMP's and other project elements shall be complete and in a condition to allow for global positioning layout techniques and automated machine guidance.

The CONSULTANT shall provide electronic file copies of all highway and bridge project plan sheets with State plane coordinates. The final electronic plan submittal shall also include one PDF per plan set for the project, and one PDF of each sheet: this is applicable to all plan sets provided (Construction, Right-of-Way, Wetlands, Erosion Control, Shoreland, etc.). All files shall be submitted in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. The electronic CAD/D files shall also include:

- Plotting references needed to re-produce project cut-sheets including sheet numbering (include final project .pcf file, pen-tables, etc.)
- Files used to number the project cut-sheets (project .pcf file, pen tables, etc.)

Any plans (e.g., quantity summary sheets), notes, or models produced from a spreadsheet or word processing, or other software (e.g., Excel, or Word, etc.) shall be submitted in ASCII file or a format suitable for incorporation into Microsoft Office or the current DEPARTMENT software. This shall include files developed by sub-consultants. These documents include:

- All project quantity summary sheets in original format (Excel)
- All sign text sheet information in original format (Excel)
- All quantity sheet information in original format (Excel)
- All drainage note information in original format (Excel, Word, or .dgn)
- All pollutant loading and related information in original format (Excel, Word, etc.)
- All design spreadsheets used to complete certain design elements (guardrail design, borings, monitoring wells, etc.) in original format (Excel, Word, .dgn, etc.)
- All traffic analyses studies done during the project including any HCM analyses, traffic micro-simulation models, and presentation graphics
- Any special quantity studies done during the project that could be useful in the future
- All Hydrocad Models in their original format (include index of models in the file)
- All Stormcad, Storm and Sanitary, HY8, Pond Pac, or Hydrain data in their original formats (include an index of the numbering sequence of tables)
- All watershed maps in their original format (GIS, .dgn, mapping software, etc.)

- All soil map information that was included in the pollutant loading package .

The CONSULTANT shall also be prepared to submit separate electronic files of all alignments, geodetic control, traverse data, raw survey files and adjustment reports, ROW bound locations, and other project features, as requested, in a format acceptable to the DEPARTMENT, throughout the design contract, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. The CONSULTANT shall also provide a hard copy of all proposed alignments (25-foot) minimum station interval and curve control points) with associated State plane coordinates (x, y, z).

3. Website Information:

   a. Website Content: All external NHDOT websites created for this project shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in https://www.nh.gov/doit/vendor/documents/nh-website-standards.pdf.

   b. Website Documents: All documents posted to a website created for this project, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. A checklist for document compliance is provided in https://www.section508.gov/content/build/create-accessible-documents (go to second link down under "Checklists").

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 therefore, render services to the DEPARTMENT, including, but not restricted to, the following:

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, due to the CONSULTANT'S own negligence, within the contract plans and specifications found during construction.

M. SCOPE OF WORK (CONSTRUCTION SERVICES)

a. Render interpretations, as necessary, of the contract plans and specifications and submit recommendations for necessary modifications in either or both and, upon approval of recommendations by the DEPARTMENT, revise the contract plans and specifications to cover same and prepare other detailed drawings as may be needed to supplement the contract plans in order to permit the proper completion of the project.

b. Review, check and approve all working drawings (including overhead sign structures and ITS devices) prepared by OTHERS including the construction contractors or their subcontractors subject

to the provisions of Section 105 for the purpose of checking for conformance with the information given and the design concept expressed in the Contract documents.

c. A New Hampshire Licensed Land Surveyor shall set monuments at corners and points of curvature along the proposed right of way. The type of monuments will be reviewed and approved by the NHDOT prior to installation.

N. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for all professional services rendered under this AGREEMENT is December 30, 2025.

The Final Design shall be complete by September 30, 2023. After this date only Construction services shall be permitted.

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 design and construction support services, as well as right-of-way services consisting of right-of-way and boundary research, right-of-way purchase plans, right-of-way registry plans, and right-of-way management and engineering rendered to the satisfaction of the DEPARTMENT under this AGREEMENT (except as otherwise herein provided) 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. A list of those personnel working on the project with their classifications and current salary rates shall be submitted to the DEPARTMENT for approval. The rates of any additional personnel working on the project, if any, shall require written approval of the DEPARTMENT prior to working on the project. The CONSULTANT shall submit classifications and rates for any additional personnel a minimum of 14 days prior to using the additional personnel.

   *In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be $60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.
2. Costs which are directly applicable to the salaries, salary burden, and direct and indirect costs, including administration costs. These costs may be applied to only straight time salary extensions where overtime is employed. These amounts shall be based on actual costs to the CONSULTANT for such items during the period of the AGREEMENT and those allowable in accordance with the applicable cost principles contained in Federal Acquisition Regulations Subpart 31.2 and Subpart 31.105. Further, any overtime required for this project shall have the prior written approval of the DEPARTMENT.
3. A fixed fee amount as shown in Article II-A, Section B for profit and non-reimbursed costs.
4. Reimbursement for direct expenses, including work performed by other parties, such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal

Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to 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 total amount to be paid shown in the following paragraph and in Article II-A, Section C.1. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

The total amount to be paid under Article II-A of this AGREEMENT shall not exceed **$922,626.19**, the sum of the amounts shown in Article II-A, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of April 8, 2021 (revised May 11, 2021), except by agreement of all parties made after supplemental negotiations. 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; 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.

All salaries and increases thereof paid to technical or other employees assigned to this project shall be the result of a company-wide evaluation of all employees and shall not be restricted to employees assigned to this project.

If, in the opinion of the DEPARTMENT, any salary or increase thereof of engineering or technical personnel assigned to this project is unreasonable, it shall notify the CONSULTANT of its opinion with regard thereto and request the CONSULTANT to justify said salary or increase thereof. In the event that the CONSULTANT furnishes justification satisfactory to the DEPARTMENT for said salary or increase thereof, then such salary or increase thereof shall be approved as a payroll expense.

The DEPARTMENT shall have the right to exercise the power of review and approval of salary increases thereof, for a period of thirty (30) days after the submission of a monthly invoice by the CONSULTANT. Unless the DEPARTMENT notifies the CONSULTANT in writing during the thirty-day period that such salary increase thereof is, in its opinion, unreasonable, such lack of notice shall constitute approval of said salary increase thereof from the first day of the preceding month.

The DEPARTMENT shall have the right, at the time of audit, to review all items charged to overhead 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 cost.

ARTICLE II

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 contract period and for three (3) years from the date of final voucher payment for examination by the STATE and copies thereof shall be furnished if requested.

B. SUMMARY OF FEES

The STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation the following:

a. Actual CONSULTANT'S salaries*, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead, the sum of which is estimated at $824,932.90 (including $8,547.06 for Construction Support Services). For billing purposes, salary burden and overhead costs are currently estimated at 175.14% of actual salaries.

b. A fixed fee to cover profit and non-reimbursed costs at $82,493.29 (including $854.71 for Construction Support Services).

c. Reimbursement for direct, out-of-pocket expenses estimated at $15,200.00.

The actual amount payable under categories (a) and (c) is only estimated and shall be changed only upon mutual agreement of the DEPARTMENT and CONSULTANT.

*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT (including subconsultants paid under direct expenses) shall be $60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

C. LIMITATION OF COSTS

1. Costs incurred against the Article II-A portion of this AGREEMENT shall not exceed **$922,626.19** 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 cost set forth under Article II-A, Section A, and the CONSULTANT agrees to use his best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II-A, Section A.
4. Change orders issued under this contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

ARTICLE II

D. PAYMENTS

Payments on account of services rendered under this AGREEMENT shall be made as follows:

1. Monthly payments on account may be made upon written request of the CONSULTANT. Detailed vouchers shall include certification of man hours of effort by employee classification and actual salaries and other costs incurred accompanied by satisfactory evidence of work performed during the period. Actual salaries paid and percentage factor shown in Article II-A, Section B, part (a) as well as for all approved subconsultants, including those listed in part (d) of Section B, shall be used until such time as true costs of salary burden and overhead are fixed by audit. At that time, payments shall be adjusted to agree with the percentage factors as determined by audit for the period in which the work was performed, as approved by the DEPARTMENT. The fixed fee shall be invoiced during the billing period based upon the overall percent complete of the project's scope of work as approved by the DEPARTMENT.
2. The CONSULTANT shall submit a final voucher upon completion of services required by this AGREEMENT, which includes any unbilled portion of the allowable costs or fixed fee and adjustments, if necessary, for audited actual costs and deliver all required plans, documents and records.

ARTICLE III - GENERAL PROVISIONS

A. Hearings, Etc.

No additional Hearings anticipated.

B. Contract Proposals

After the CONSULTANT has furnished to the DEPARTMENT contract drawings, special provisions, specifications, and estimate of quantities and unit cost 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 - 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, Suite 310, Concord, NH.

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

C. Extent of Contract

1. Contingent Nature of AGREEMENT

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

2. Termination

   The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work

performed prior to termination. 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. <u>Revisions to Reports, Plans or Documents</u>

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:

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 B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. **Additional Services**

If, 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, Sections A and B.

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, Sections A and B.

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

F. **Ownership of Plans**

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

G. **Subletting**

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

All subcontracts shall be in writing and those exceeding $10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". 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, 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 $25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. 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. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. **General Compliance with Laws, Etc.**

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

I. **Brokerage**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to 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.

ARTICLE IV

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.

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 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. <u>title vi (nondiscrimination of federally-assisted programs) compliance</u>

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

(1) <u>Compliance with Regulations</u>: 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) <u>Nondiscrimination</u>: 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) <u>Solicitations for Subcontracts, Including Procurements of Materials and Equipment</u>: In all 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) <u>Information and Reports</u>: 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) <u>Sanctions for Noncompliance</u>: 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.

(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.

O. Documentation

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

P. Clean Air and Water Acts

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

ATTACHMENT A

Special Contract Provisions for COVID-19

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

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

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

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

11.00 Utility

11.01 BMP Reevaluation

Due to updates in the MS4 requirements for reconstruction projects, a supplemental evaluation is required of the Slope & Drain BMP design. The Department will provide, in writing, the Department policy and interpretation for the revised MS4 requirements for reconstruction projects. This reevaluation will include the following:

- Confirming the need for the BMP's and swales proposed at Slope & Drain
- Verify BMP's are sized correctly for the revised requirements

Once the initial results are available, an OTS meeting to discuss the items will occur.

The results from the reevaluation and the OTS meeting will be summarized in a memo with supporting documentation.

11.02 Utility Coordination

Coordinate with Design Services to establish relocations and/or modifications to existing utilities, both overhead and underground, based on the proposed improvements. GM2 will address outstanding comments associated with the Slope & Drain submission, and then provide revised Slope & Drain Plans for coordination with the utility companies identified to have facilities within the project area.

Specific comments to be addressed include those that affect:

- Drainage
- Slope limits
- Guardrail
- Traffic Control

A revised list of utility conflicts, including critical relocation areas or special traffic control needs, will be provided. If relocation and/or modification of the utilities to accommodate the proposed design is required, Design Services will provide the approved relocation plans and anticipated relocation schedule to GM2 to incorporate into the design plans, as necessary. Any required utility relocation design will be completed by others. Utility relocations, as provided by NHDOT, will be shown on the general plans and cross sections, as appropriate. It is anticipated that the utility relocation plans will be 50 scale, full size cut sheets. Two (2) hardcopy sets will be submitted along with a PDF and electronic MicroStation files. Plan set will include:

- Front Sheet
- Standard Symbols
- Roadway Typical Sections
- General Plans

- Drainage Notes
- Profiles
- Traffic Control Plans
- Cross Sections

12.00 Preliminary PS&E Phase (80%)

12.01 Address Comments

The design comments from the Slope & Drain and Utility Submission will be addressed and the plans progressed to PPS&E (80%).

12.02 PPS&E (80%) Typical Sections

The comments received on the Slope & Drain typical sections will be addressed. The typicals will be further developed to 100% completion.

12.03 PPS&E (80%) General Roadway Plans

The plans will conform to the Department PPS&E check list for plan type. It is assumed that there will be a Curbing and Pavement Layout Plan, and a Signing and Pavement Marking Plan along with the General Plan for clarity. The Department provided lighting design will be added to the General Plans.

12.04 PPS&E (80%) Roadway Detail Plans

The details required to build the proposed roadway will be added to the plans. It is anticipated that there will be four (4) sheets of roadway details that include; Pavement Match, Retaining Wall, Driveway, and grading plans.

12.05 PPS&E (80%) Drainage Detail Plans

The details required to build the proposed drainage and BMP's will be revised and augmented.

12.06 PPS&E (80%) Roadway Profiles

Profiles will be progressed to the PPS&E requirements and the Department's Slope & Drain comments will be addressed.

12.07 PPS&E (80%) Curbing and Pavement Layout Plans

Curbing and Pavement Layout Plans will be created in accordance with the Department's plan checklist. The alignment layout and curve data information will be included on these plans.

12.08 PPS&E (80%) Incorporate Landscaping Plans

The Landscaping Plans provided by the Department will be added to the plan set.

12.09 PPS&E (80%) Signing and Pavement Marking Plans

Signing and Pavement Marking plans will be created in accordance with the Department's plan checklist.

12.10 PPS&E (80%) Roadway Cross Sections

Cross sections will be progressed to the PPS&E requirements and the Department's Slope & Drain and Utility comments will be addressed.

12.11 PPS&E (80%) Traffic Control Plans

Traffic control plans will be developed to the PPS&E requirements and the Department's Slope & Drain comments will be addressed. GM2 will provide a construction signs and warning devices (CSWD) package, which will include project specific construction guide signs. GM2 will also prepare a CSWD spreadsheet for any anticipated permanent construction signs and traffic control devices. The Department will provide the base spreadsheet(s) used by the Bureau of Traffic for development of CSWD package.

12.12 PPS&E (80%) Sign Text Layout Sheets

Sign Text Layout sheets will be developed to the PPS&E requirements for any proposed permanent signs. The Department will provide preferences, fonts, and Department specific standards for layout of the required signage.

12.13 Complete PPS&E (80%) Drainage

The drainage design for the project will be updated by addressing the Department's Slope & Drain design comments. Updating the Drainage Report with changes is included in this task.

12.14 Incorporate Intelligent Transportation System (ITS) and Smart Work Zone (SWZ) Designs

GM2 will incorporate ITS and/or Smart Work Zone plans and Quantity Summary Sheets received from the Department to the plan set and project estimate, as needed.

12.15 Develop PPS&E (80%) Quantities

A quantity spreadsheet, including item numbers, item descriptions and estimated quantities, will be developed utilizing quantities calculated from the PPS&E Plans, and will include all known project bid items. No estimate or unit prices will be included. All major quantities shall be checked. Rounding will be incorporated for major items, including but not limited to paving and earthwork items.

12.16 Develop PPS&E (80%) Preliminary Quantity Summary Sheets

Preliminary Summary of Quantity Sheets will be developed and added to the plan set following NHDOT's PPS&E checklist. Summary sheets will have all quantities filled in. Quantities shall significantly match the PPS&E estimate but an apples and oranges is not anticipated at this submission. Major quantities will be checked. Rounding will be incorporated for major items, including but not limited to paving and earthwork items.

12.17 Update Engineering Report

The Engineering Report will be revised to account for design changes and updated analyses performed to address comments from the Slope & Drain Plan submittal. The Final Engineering Report submitted at Slope & Drain will be included as an appendix, but with no revisions.

12.18 Utility Coordination

GM2 will assist the Department in further 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.

12.19 Develop Preliminary Specifications

This task will include developing Special Provisions for the contract, intended to supplement NHDOT Standard Specifications, where no specifications exist or modifications to specifications are proposed. It is anticipated that special provisions will be required for: Culvert Joint Repair and Retaining Walls. Additionally, review and input for the Prosecution of Work, Traffic Control Plan and other proposal documents will be provided, as required.

12.20 Update Color Graphics

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

12.21 PPS&E (80%) Submission

The submission requirements will be compiled to facilitate the review of the proposed design. Two (2) half scale hardcopy and one (1) full scale electronic (PDF) sets of plans will be submitted along with the current Microstation files, (in conformance with the Department's CAD/D Procedures and Requirements), an updated quantity calculations (two (2) single sided copies), an updated Drainage Report (one (1) hardcopy and pdf), a Design Report, and a list of outstanding issues.

The PPS&E Plan Set is expected to include:

- Front Sheet, 1
- Index of Sheets, 2
- Standard Symbols, 2
- Typical Sections, 4
- Summary of Quantities, 16
- Roadway Details, 4
- Drainage Details, 5
- Retaining Wall Details, 2
- General Plans, 8
- Landscaping Plans, 8
- Drainage Notes, 6
- Profiles, 11
- Curbing and Pavement Layout Plans, 8
- Signing and Pavement Marking Plans, 8
- Sign Text Layout Sheets, 3
- BMP Plans, 6
- Traffic Control Plans, 24
- Critical Cross Sections, 9
- Cross Sections, 199

13.00 PS&E Phase (95%)

13.01 Address PPS&E (80%) Comments

GM2 will address comments received from the Department on the PPS&E (80%) Plans Set and progress the plans to 95%, including updating the color graphics.

Items expected to be included are:

- Development of the plans in accordance with the NHDOT PS&E Submission Checklist
- Updates to the Design Report
- Drainage memo to address changes made while addressing PPS&E (80%) comments (if necessary)

13.02 Develop PS&E (95%) Quantities

A quantity spreadsheet, including item numbers, item descriptions and estimated quantities, will be developed utilizing quantities calculated from the 95% Plans. No unit prices will be included. Rounding for all items will be included.

13.03 Develop Final Specifications

This task will include addressing comments from the Department on the PPS&E (80%) Special Provisions for the contract and adding additional Special Provision, as required.

13.04 Utility Coordination

GM2 will assist the Department in coordination efforts with the utility companies that have facilities along the corridor.

13.05 PS&E (95%) Submission

PS&E Plans, Specifications, and Quantity Estimates will be assembled 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.

14.00 Contract Drawing Phase (100%)

14.01 Address 95% PS&E Submission Comments

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

14.02 Final Submission – "Paper Mylar"

Final Plans, Specifications, and Quantity Estimates will be assembled and delivered to the Department for review and comment. Three (3) complete sets of paper prints of construction plans, a Design Report and a bound copy of the Quantity Book, any required Special Provisions, a draft Final Estimate, and the final 3D design model will be included (30 days prior to the advertisement date). One full size copy of the recorded ROW Layout plan is to be submitted to the Bureau of Right of Way.

14.03 Contract Plans

Comments received from the "Paper Mylar" Submission will be addressed to complete the Contract Documents for the project. One (1) hard copy and a PDF set of the construction plans and Design Report,

and two (2) copies each of the finalized Drainage Report and Quantities Book. GM2 will also submit a final color plan.

14.04 Electronic Submission

Compilation of the electronic files 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 .dwg copy of the ROW Layout drawings and .asci point file of all survey points and control is to be included with the digital submittal. A hard copy (double-sided) of the quantities and calculations book will also be included.

15.00 Development of Right of Way Registry Plans

15.01 Supplemental ROW Survey and Boundary Surveying Services

GM2 will complete supplemental ROW survey of the adjacent sideroads where impacts are proposed as the existing ROW has only been ascertained along NH Route 125 within the project limits. The proposed impacts are anticipated to be limited to: Kingston Road & Granite Road between station 219+00 & 30+00, the easterly 100' of Dorre Road, the entirety of Colonial Road, the westerly most 700' of Happy Hollow Lane, and the easterly most 100' of Debra Road.

In addition to the survey work necessary for the development of recorded Right of Way Layout Plans for this subject corridor, this scope includes the perimeter boundary survey of four (4) private parcels of land that abut this subject corridor. The 4 parcels for which this request is intended are identified as Parcel 6 owned by Horizon Realty Associates, Parcel 34 owned by Commerce Park Condominium Association & Little Deer Valley, LLC, Parcel 63 owned by Jase Realty, LLC and Parcel 67 owned by the State of New Hampshire. Identifying these boundaries by survey tied to the Right of Way survey is has been determined by the DEPARTMENT to be critical in the avoidance of unintentionally impacting adjacent parcels due the close proximity of the proposed design to the boundaries of these parcels. Boundary plans of each parcel are to be recorded at the Rockingham County Registry of Deeds and at least two physical points on each of those boundary plans shall be the same points to be shown on the recorded Right of Way Layout Plans. All survey work is to be conducted in accordance with NH Administrative Rules of Land Surveyors NH Lan Rules 500, the New Hampshire Land Surveyors Association Standards and Ethics, and 2017 NHDOT Survey and Technical Standards Manual.

The Town Line Monument, if it exists, with ties to permanent bench marks to be set outside of the construction footprint of this project, for the purpose of recreation by future surveyors, is all to be shown on the Right of Way Layout Plan to be recorded.

15.02 Develop ROW Front Sheet and Layout Plans

The Front Sheet and Layout Plans developed in Part A will be updated. The sheets will conform to the Rockingham County Registry of Deeds requirements as well as the ROW Layout Plan checklist. Using the construction plans previously developed, the ROW Layout Plans will be developed at a scale of 1" = 50'. It is assumed that multiple property acquisitions are required for this project. Easements required, both temporary and permanent, will be quantified and shown. Nine (10) plan sheets are assumed.

15.03 Preliminary ROW Registry Submission

The Preliminary ROW Registry Plans will be compiled, outstanding ROW issues documented, and submitted for review.

15.04 Address Final ROW Registry Plan Comments

GM2 will address NHDOT comments on the final ROW plans. The monumentation and plan registration are covered in the Construction Services section.

16.00 Environmental Coordination

16.01 Wetlands Permit

Since the previous Wetland Permit for the overall Plaistow-Kingston project expired, a new permit for Contract E will be required. GM2 will prepare the wetland permit application and plans including but not limited to:

- Standard Dredge and Fill Application form
- NH DOT Checklist for Project Development Projects
- USGS Location Map
- Supplemental narratives
- Standard Dredge and Fill Permit Application Attachment A
- Functional Assessment Worksheets
- Information required by Env-Wt 900, Stream Crossing Rules
- Mitigation coordination summary
- Wetland Impact Plans that include the information required by Env-Wt 311.05 (It is assumed that 37 sheets will be required: one (1) Front Sheet, two (2) Standard Symbols sheets, one (1) Wetland Impact Summary sheet, eight (8) Existing Conditions Plans, eight (8) General Plans, eight (8) Wetland Permit Impact Plans, eight (8) 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.
- NHB review and IPaC supporting documentation
- Cultural Resource Coordination
- Photographs of impact areas
- US Army Corps of Engineers (USACE) Appendix B

A draft of the application and plans will be provided to NHDOT for review. GM2 will address NHDOT comments on the draft application and plans and submit 10 paper copies of the final application to NHDOT for submittal to NHDES. GM2 will also prepare a response and update plans if a Request for More Information (RFMI) is received by NHDES.

16.02 Water Quality

GM2 will coordinate with NHDOT Bureau of Environment regarding the requirements of the MS4 and Alteration of Terrain permits to confirm that the final design of the project in in compliance with these permits.

16.03 Wildlife and Endangered Species

Since construction of stormwater BMPs for the project will involve tree clearing that is more than 300 feet from the existing roadway, it is anticipated that the project will not be covered by the Range-wide Programmatic Consultation for Indiana Bat and Northern Long-eared Bat unless a presence/absence survey has a negative result. GM2 will conduct a bat acoustic presence/absence survey for the project corridor. Up to 4 detector locations are assumed. GM2 will deploy and collect the bat detectors, download and process the data, and prepare and submit an Acoustic Survey Report in accordance with the USFWS Survey Guidelines. GM2 will coordinate with NHDOT on review and approval of a draft report prior to finalizing. GM2 will also provide the raw survey data on an external hard drive. For each detector site/night for which either auto-classification program reports an MLE of <0.05 for northern long-eared bat (NLEB) or any State listed species, a qualitative analysis for high frequency files will be completed by a qualified subconsultant. If a qualitative analysis is required, the report will include a comparison of the results of each acoustic ID program by site and night and a detailed analysis of calls from any site/night where a program(s) considered for NLEB or any State listed species presence likely, including justification for rejecting any program results.

If the listing status of NLEB and the applicability and status of the 4(d) Rule changes during final design, it is assumed that consultation with USFWS will need to be re-opened. If this occurs, GM2 will assist NHDOT with USFWS consultation, including providing project plans, habitat descriptions, and the results of the acoustic survey described above.

GM2 will coordinate with NH Fish and Game Department on state-listed species within the project area, including Blanding's turtle, as well as fish habitat in the Little River and wildlife connectivity and safety.

GM2 will conduct a wildlife and habitat assessment of the project corridor in accordance with Env-Wq 1503.19(h) and NHDOT requirements. The study and report will be completed by a qualified individual in the format of the template of the Threatened and Endangered Wildlife and Habitat Assessment available on the NHDES website.

Monarch Butterfly Conservation Measures: The monarch butterfly has become a candidate for listing under the Endangered Species Act (ESA). The USFWS will review the monarch's status each year until resources are available to begin developing a proposal to list the monarch as threatened or endangered under the ESA. The candidate status of the monarch does not provide protection under the Endangered Species Act, and no further coordination with the USFWS is required at this time. Monarch habitat includes non-forested, non-shrubby areas where there is potential for nectar species (flowering plants) and/or milkweed plants, including, but not limited to, regularly or semi-regularly mowed areas within the ROW and where a clear zone is maintained. USFWS and FHWA encourage incorporating conservation measures for candidate species into projects when it is practicable to do so. GM2 will work with the NHDOT to identify whether the project can support conservation measures for monarchs and will incorporate these measures into the final design plans if determined practicable.

16.04 Contaminated Properties

GM2 will review and update the contaminated properties data provided in the 2020 Environmental Assessment Reevaluation. A site visit will be conducted as part of the data update. GM2 will provide a package to NHDOT with site information on contaminated properties identified, using NHDOT's RASCAL Contamination Site Screening form, for NHDOT to populate its RASCAL database. GM2 will coordinate with the NHDOT Contamination Program to confirm these findings and will coordinate with NHDOT on design issues that may be affected by any contamination concerns identified by NHDOT's Contamination Program Environmental Consultant on their assessment of these sites. A Soils Management Plan, if

required, will be completed by others. GM2 will provide engineering support for the development of the Soils Management Plan, such as providing project plans and quantities.

GM2 will determine the quantity of LRS to be generated during construction, by phase if applicable, and determine the ability, due to quantities and any applicable construction phasing, to reuse the LRS within the project limits. GM2 will determine and provide figures for potential temporary construction on-site stockpile locations for excavated LRS.

16.05 Cultural Resources (Stonewalls)

Individual stonewall rating sheets determined that five stonewalls would qualify for reconstruction. If impacted, these stonewalls will be reviewed and evaluated using the "NHDOT 2017 Reconstruction Feasibility of Individual Stone Walls" worksheet by the Bureau of Highway Design, GM2 and the Bureau of Environment to determine their feasibility of reconstruction. If determined feasible, coordination with the owner by the Bureau of ROW will be necessary for the owner's concurrence on the reconstruction of the wall within their property boundary.

Four other stonewalls that almost qualify, may need further coordination by NHDOT with the owners if impacted. If the owner expresses concerns these would need to be addressed by NHDOT, and may need further evaluation on the feasibility of reconstruction by GM2, in consultation with NHDOT.

A meeting with NHDHR may be required to address issues on the feasibility of the reconstruction evaluation.

17.00 Meetings

17.01 Design/ROW Turnover Meetings

It is anticipated that there will be ten (10) utility/design/ROW turnover meetings to discuss and refine the design/ROW plans throughout Part B and the Final Issues Meeting to review Contract Documents and Estimate. All meetings are assumed to be at NHDOT in Concord or virtually via videoconference. GM2 will be responsible for meeting minutes.

Anticipated Meetings to be held:

- MS4 Reevaluation – 3 GM2 Attendees.
- Utility Coordination – 2 GM2 Attendees.
- Utility Submission OTS – 2 GM2 Attendees.
- PPS&E Submission OTS – 2 GM2 Attendees.
- Final Issues Meeting – 3 GM2 Attendees.
- PS&E Submission OTS – 2 GM2 Attendees.
- Paper Mylar Plans Submission OTS – 2 GM2 Attendees.
- 2 ROW OTS/Coordination – 3 GM2 Attendees.
- Front Office – 1 GM2 Attendee.
- Pre-Advertisement – 2 GM2 Attendees.

17.02 Natural Resource Agency Coordination Meetings

GM2 will prepare for and present the project at one (1) Natural Resource Agency Coordination Meeting.

The meeting is assumed to be either at NHDOT in Concord or virtually via videoconference. GM2 will be responsible for meeting minutes.

18.00 Construction Services

18.01 ROW Monumentation

Post-construction, the entirety of the project's geodetic control will have been destroyed. GM2 we reestablish control throughout the corridor in order to monument the project. The existing ROW within the project limits at the time will be monumented at each un-monumented point of inflection, including PCs, PTs, and points along tangents so that no two monuments are more than 1000' apart along a line. The monuments set will be 36" long #5 rebar topped with 2" diameter aluminum identifying caps where appropriate. Where ROW boundaries fall on stone walls, boulders or ledge, a drilled hole will be set in place of a capped rebar. It is anticipated that a total of 64 monuments will either need to be set or replaced. No private boundary monuments will be reset under this task, including the municipal bound located near Granite Road.

18.02 Register ROW Plans with Registry

The Right of Way Layout Plans or Registry Plans will be registered with the Rockingham County Registry of Deeds after updating the plans with any minor revisions from the negotiation process. Since several years will have lapsed since the documents will have been developed, land record research will be performed to identify any changes to record ownership or parcel configuration abutting the project and the plans updated accordingly. All costs associated with registering the plans will be reimbursed by the Department.

19.00 Project Administration

19.01 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.

19.02 Schedule

A project schedule will be developed and updated as needed during the design development with input from the Department. It is anticipated that the design portion of Part B of this project will be completed in 2023.

Direct Expenses - Travel

It is assumed there will be no meetings in Plaistow or Kingston during Part B. However, three (3) field review meetings are included.

Direct Expenses – Printing & ROW Bounds

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

Assumptions

- NHDOT will provide any additional necessary survey for GM2 to incorporate into the ground-terrain model and plans.
- A SWPPP is not required; however, appropriate items and quantities will be developed and included in the Quantity Summary Sheets.
- NHDOT will provide any ITS and SWZ plans and quantities for inclusion into the plan set.
- NHDOT will revise the Engineers Estimate to include appropriate unit costs to determine an estimated final construction cost.
- NHDOT will provide contract items and unit costs to manage any project related contamination described in the SMP, other than LRS, needed as part of the construction contract.
- Lighting design is not included. NHDOT will provide any necessary temporary and permanent highway lighting plans in Microstation and all quantities for inclusion into the plan set.
- Landscaping design is not included. NHDOT will provide any necessary landscaping plans, sketches, layouts, and quantities for inclusion into the plan set.
- No noise or air quality work is included.
- The project will be covered under a US Army Corps of Engineers Section 404 General Permit and preparation of an Individual Permit application is not required.
- The project will not require an Individual Section 401 Water Quality Certification.

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: 6/18/2021

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(C)] 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.

6/18/2021
(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 ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

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

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

6/18/2021
(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):

June 18, 2021
(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: Thomas P. Levins, P.E.

Project Manager

Dated: 6/18/2021

CONSULTANT

By: Darren L. Blood, P.E.

Executive Vice President
(TITLE)

Dated: 6/18/2021

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Jouwelakas

THE STATE OF NEW HAMPSHIRE

By:

Director of Project Development
for DOT COMMISSIONER

Dated: June 18, 2021

Dated: June 18, 2021

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: 8/8/2021

By:
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on SEP 15 2021 approved this AGREEMENT.

Dated: SEP 15 2021

Attest:

By:
Secretary of State

DEPUTY SECRETARY OF STATE

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GM2

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 is true and correct.

115 GLASTONBURY BLVD
GLASTONBURY CT 06033
860.659.1416

6 CHESTNUT ST
AMESBURY MA 01913
978.388.2157

197 LOUDON RD
SUITE 310
CONCORD NH 03301
603.856.7854

317 IRON HORSE WAY
SUITE 100
PROVIDENCE RI 02908
401.383.6530

120 MIDDLESEX AVENUE
SUITE 20
SOMERVILLE, MA 02145
617.776.3350

Under resolutions duly adopted and ratified by the Board of Directors (the "Board") of the Corporation on April 28, 2021 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 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, Darren 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 State of New Hampshire Department of Transportation for the Plaistow-Kingston 10044E (Part B) X-A000(378), NH Route 125.

Dated at Glastonbury, Connecticut this 18th day of June, 2021.

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

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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: 0005380984

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of June A.D. 2021.

William M. Gardner
Secretary of State

GM2ASSO-01 PATRA3

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/14/2021

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Insurance	25674
INSURER B: Phoenix Insurance Company	25623
INSURER C: Travelers Property Casualty Co of Amer	25674
INSURER D: Travelers Indemnity Co of Amer	25666
INSURER E: Great American Insurance Co.	16691
INSURER F:	

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

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	6808L907948	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA3R385987	1/1/2021	1/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP4P294035	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		UB4L028768	1/1/2021	1/1/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liab.			DPPE439004	1/1/2021	1/1/2022	Each Claim	5,000,000
E	Deductible: $40,000			DPPE439004	1/1/2021	1/1/2022	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: Plaistow Kingston 10044E, X-A0003(378), Reconstruction of NH Route 125, Part B.
Primary and Non-Contributory coverage is included as respects to General Liability per policy forms.

CERTIFICATE HOLDER

The State of New Hampshire
Department of Transportation
7 Hazen Drive, P.O. Box 483
Concord, NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #35
Date 5-2-18

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
March 16, 2018

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 the firm of GM2 Associates, Inc., Concord, NH, Vendor #163283, for an amount not to exceed $1,698,325.32, for preliminary design services for the reconstruction of the unimproved 1.7 mile segment of NH 125 between Old County Road in the Town of Plaistow and Newton Junction Road in the Town of Kingston, effective upon Governor and Council approval, through May 31, 2020. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2018 and FY 2019, and are contingent upon the availability and continued appropriation of funds in FY 2020, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

04-096-96-963515-3054 Consolidated Federal Aid	FY 2018	FY 2019	FY 2020
046-500464 Gen Consultants Non-Benefit	$136,000.00	$816,000.00	$746,325.32

EXPLANATION

The Department requires professional engineering, environmental, and public involvement consulting services to re-evaluate the previously-conducted environmental review for the reconstruction of the unimproved 1.7 mile segment of NH 125 between Old County Road in the Town of Plaistow and Newton Junction Road in the Town of Kingston. The purpose of the project is to develop an alternative that will improve the safety and traffic operations of NH 125, while minimizing impacts on natural, cultural, and socio-economic resources. A preliminary design for this segment was developed for the Final Plaistow-Kingston 10044B Environmental Assessment/4(f) Evaluation in October 2005. Because the traffic growth anticipated by the Environmental Assessment has not occurred, the objectives of the engineering effort will be to reevaluate the recommendations of the Environmental Assessment in light of current traffic volumes and revised future projections, to modify the proposed action as appropriate for mobility along NH 125 as well as safe and efficient access to abutting properties, and to advance the project through preliminary and final design. As the development of improvement alternatives proceeds, it will be crucial to work closely with all appropriate public and private stakeholders through additional public outreach to gain consensus on design decisions. This project will require both Part "A" (Preliminary Design) and Part "B" (Final Design) services. This agreement is for Part "A" only. Upon completion of Part "A" services, the Department reserves the right to either negotiate a scope and fee for Part "B", or terminate the contract. This project is included in the State's Ten-Year Transportation Improvement Plan (Plaistow-Kingston X-A0003(378) 10044E).

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for Plaistow-Kingston 10044E Reconstruct NH 125 from south of Plaistow town line northerly approximately 1.7 miles (Preliminary Design Part "A"). The assignment was listed as a "Project Soliciting for Interest" on the Department's website on January 18, 2017 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 March 9, 2017 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on March 29, 2017 through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on May 11, 2017 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 seven consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm	*Office Location*
Allen & Major Associates, Inc.	Manchester, NH
Beta Group, Inc.	**Manchester, NH**
CLD Consulting Engineers, Inc.	**Manchester, NH**
GM2 Associates, Inc.	**Concord, NH**
Louis Berger U.S., Inc.	Manchester, NH
TEC, Inc.	Hampton, NH
Vanasse Hangen Brustlin, Inc.	Bedford, NH

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

GM2 Associates, Inc. has agreed to furnish the professional engineering services for an amount not to exceed $1,698,325.32. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

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

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

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

V2

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	WEIGHT	Beta Group, Inc.	CLD Consulting Engineers, Inc.	GM2 Associates, Inc.
Comprehension of the Assignment	20%	16	16	18
Clarity of the Proposal	20%	18	16	16
Capacity to Perform in a Timely Manner	20%	12	14	18
Quality & Experience of Project Manager/Team	20%	12	14	18
Previous Performance	10%	7	8	7
Overall Suitability for the Assignment*	10%	7	8	7
Total	100%	72	76	88

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

Ranking of Firms:
1. GM2
2. CLD
3. BETA

Rating Considerations	Scoring of Firms			
	WEIGHT	Beta Group, Inc.	CLD Consulting Engineers, Inc.	GM2 Associates, Inc.
Comprehension of the Assignment	20%	18	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%	17	18	18
Previous Performance	10%	8	9	9
Overall Suitability for the Assignment*	10%	8	8	9
Total	100%	87	89	90

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

Ranking of Firms:
1. GM2 Associates, Inc
2. CLD Consulting Engineers, Inc.
3. Beta Group, Inc

	WEIGHT	Beta Group, Inc.	CLD Consulting Engineers, Inc.	GM2 Associates, Inc.
Comprehension of the Assignment	20%	17	18	18
Clarity of the Proposal	20%	17	18	18
Capacity to Perform in a Timely Manner	20%	17	18	19
Quality & Experience of Project Manager/Team	20%	16	18	17
Previous Performance	10%	7	9	9
Overall Suitability for the Assignment*	10%	8	9	9
Total	100%	82	90	92

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

Ranking of Firms:
1. GM2
2. CLD
3. BETA

Rating Considerations	Scoring of Firms			
	WEIGHT	Beta Group, Inc.	CLD Consulting Engineers, Inc.	GM2 Associates, Inc.
Comprehension of the Assignment	20%	16	18	17
Clarity of the Proposal	20%	18	19	18
Capacity to Perform in a Timely Manner	20%	17	17	17
Quality & Experience of Project Manager/Team	20%	17	18	18
Previous Performance	10%	8	9	9
Overall Suitability for the Assignment*	10%	9	9	9
Total	100%	85	90	88

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

Ranking of Firms:
1. CLD
2. GM2
3. Beta

Rating Considerations	Scoring of Firms			
	WEIGHT	Beta Group, Inc.	CLD Consulting Engineers, Inc.	GM2 Associates, Inc.
Comprehension of the Assignment	20%	16	18	19
Clarity of the Proposal	20%	15	20	19
Capacity to Perform in a Timely Manner	20%	16	19	18
Quality & Experience of Project Manager/Team	20%	16	20	18
Previous Performance	10%	6	9	8
Overall Suitability for the Assignment*	10%	6	9	8
Total	100%	75	95	90

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

Ranking of Firms:
1. CLD
2. GM2
3. Beta

May 11, 2017

PROJECT: Plaistow-Kingston 10044E (Part A)

DESCRIPTION: This Federal Aid Project includes traffic analysis, preliminary design, public involvement, and reevaluation of previously conducted environmental review for the reconstruction of the unimproved 1.7 mile segment of NH 125 between Old County Road (Plaistow) and Newton Junction Road (Kingston). A preliminary design for this segment was developed by the Plaistow-Kingston 10044B Environmental Assessment and is available for inspection. The scope of work for Part A will involve: Thorough traffic analysis to confirm or modify the recommended layout as shown in the EA; Preliminary design to evaluate and modify the proposed layout as needed based on the results of the updated traffic analysis; ROW layout and plan development, including any necessary survey work, for reestablishing and documenting the existing highway right of way in a manner suitable for recording at the Registry of Deeds; Reevaluation of NEPA (completed in 2006) with respect to any modifications to the proposed action. The environmental evaluation will also need to identify all applicable environmental permitting requirements; Reinitiate a creative and robust public involvement process to reach consensus on a proposed action. Open house forum meeting(s) with town officials and stakeholders are expected to be part of this process. (The 10044B public hearing was held in 2004; this project will be covered by that Finding of Necessity). This project requires Part "A" (Preliminary Design) and Part "B" (Final Design) services. 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: RDWY, ENV, HYD, PINV, TRAF, ROW, HAZ, HIST, LLS, LAND

SUMMARY

Beta Group, Inc.	2	3	3	3	3	3	3	20
CLD Consulting Engineers, Inc.	3	2	2	2	2	1	1	13
GM2 Associates, Inc.	1	1	1	1	1	2	2	9

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	WEIGHT	Beta Group, Inc.	CLD Consulting Engineers, Inc.	GM2 Associates, Inc.
Comprehension of the Assignment	20%	18	17	19
Clarity of the Proposal	20%	19	17	19
Capacity to Perform in a Timely Manner	20%	17	17	20
Quality & Experience of Project Manager/Team	20%	18	17	19
Previous Performance	10%	8	8	9
Overall Suitability for the Assignment*	10%	9	7	9
Total	100%	89	83	95

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

Ranking of Firms: 1. GM2
2. Beta
3. CLD

Rating Considerations	Scoring of Firms			
	WEIGHT	Beta Group, Inc.	CLD Consulting Engineers, Inc.	GM2 Associates, Inc.
Comprehension of the Assignment	20%	15	17	19
Clarity of the Proposal	20%	18	18	18
Capacity to Perform in a Timely Manner	20%	18	19	19
Quality & Experience of Project Manager/Team	20%	17	18	20
Previous Performance	10%	9	10	10
Overall Suitability for the Assignment*	10%	9	9	10
Total	100%	86	91	96

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

Ranking of Firms: 1. GM2
2. CLD
3. Beta

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #5A
Date 5/6/20

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
March 23, 2020

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

REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation to amend Contract #4008939, with GM2 Associates, Inc., Vendor #163283, for preliminary design services for the reconstruction of a 1.7-mile segment of NH 125 in the Towns of Plaistow and Kingston, by extending the completion date from May 31, 2020 to May 31, 2021, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on May 2, 2018, Item #35. Time extension only, no new funding.

EXPLANATION

On May 2, 2018 the Governor and Council authorized the subject engineering services agreement (Item #35; copy of Resolution attached) in the amount of $1,698,325.32 to reevaluate the previously-conducted environmental review for the reconstruction of the unimproved 1.7-mile segment of NH 125 between Old County Road in the Town of Plaistow and Newton Junction Road in the Town of Kingston. The intent is to develop an alternative that will improve the safety and traffic operations of NH 125, while minimizing impacts on natural, cultural, and socio-economic resources. A preliminary design for this segment was developed for the Final Plaistow-Kingston 10044B Environmental Assessment/4(f) Evaluation in October 2005. Because the traffic growth anticipated by the Environmental Assessment has not occurred, the objectives of the engineering effort will be to reevaluate the recommendations of the Environmental Assessment in light of current traffic volumes and revised future projections, to modify the proposed action as appropriate for mobility along NH 125 as well as safe and efficient access to abutting properties, and to advance the project through preliminary and final design. As the development of improvement alternatives proceeds, it will be crucial to work closely with all appropriate public and private stakeholders through additional public outreach to gain consensus on design decisions. This project will require both Part "A" (Preliminary Design) and Part "B" (Final Design) services. This agreement is for Part "A" only. Upon completion of Part "A" services, the Department reserves the right to either negotiate a scope and fee for Part "B", or terminate the contract. This project is included in the State's Ten-Year Transportation Improvement Plan (Plaistow-Kingston X-A000(378) 10044E).

This amendment to the agreement is to extend the contract's original completion date to allow the consultant adequate time to complete the community outreach and develop a draft NEPA document. Of the original $1,698,325.32 amount for this contract, there is a balance of approximately $850,000.00 remaining (100% Federal Funds).

This amended agreement has been approved by the Attorney General as to form and execution. Copies of the fully-executed amended 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 amend this agreement for consulting services as outlined above.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments