



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



William Cass, P.E. Commissioner

17 DEC 03 2025

David Rodrigue, P.E. Assistant Commissioner

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

Bureau of Turnpikes August 1, 2025

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Hoyle, Tanner & Associates, Inc., Manchester, New Hampshire, Vendor #154903, for an amount not to exceed \$1,096,304.51, for professional engineering, surveying, and environmental consulting services, effective upon Governor and Council approval through January 31, 2027. 100% Turnpike funds.

Funds are available in the following account for Fiscal Year 2026, and are anticipated to be available in Fiscal Year 2027, 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:

Table with 3 columns: Account Number, FY 2026, FY 2027. Row 1: 04-096-096-961017-70250000 Turnpike Renewal & Replacement. Row 2: 046-500464 Gen Consultants Non-Benefit. Values: \$1,000,000 and \$96,304.51.

EXPLANATION

The Department requires professional engineering, surveying, and environmental consulting services under said project for the preparation of environmental documents, engineering plans and reports, and other work as needed to progress through the environmental review and public outreach process for this project. This project involves the rehabilitation and/or replacement of two red list bridges on the Spaulding Turnpike over NH 108 (Center Street) in the City of Dover. This project is included in the State's Ten-Year Transportation Improvement Plan (Dover 42872).

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 Dover, 42872, Preliminary Design. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on November 15, 2019, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on January 9, 2020, for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three (3) shortlisted firms were notified on April 14, 2020, through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on July 9, 2020, 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. Contract negotiations were extended beyond the average negotiation schedule due to limited staffing resources at the Department and a high rate of Project Manager turnover, thus delaying the time required to reach contract execution. Key staff members working for the Consultant have remained consistent throughout the negotiation process.

The long list of twelve (12) consultant firms that were considered for this assignment, with the three (3) short-listed firms shown in bold, is as follows:

Consultant Firm

Office Location

BETA Group, Inc.
CHA Consulting, Inc.
Collins Engineers, Inc.

Manchester, NH
Keene, NH
Portsmouth, NH

Fuss & O'Neill
HNTB Corporation

Manchester, NH
Concord, NH

Hoyle, Tanner & Associates, Inc.

Manchester, NH

Jacobs Engineering Group, Inc.

Manchester, NH

McFarland-Johnson, Inc.

Concord, NH

Sebago Technics, Inc.

South Portland, ME

Stantec Consulting Services, Inc.

Auburn, NH

TYLIN International

Falmouth, ME

WSP USA, Inc.

Merrimack, NH

The firm Hoyle, Tanner & 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.

Hoyle, Tanner & Associates, Inc. has agreed to provide professional engineering services for an amount not to exceed \$1,096,304.51. 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 100% Turnpike funds.

This Agreement (Dover, 42872) 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.

The Department of Transportation has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

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

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments

DESCRIPTION:

This Project includes preliminary design, public involvement process, final design, and associated environmental & cultural services for rehabilitation or replacement of the existing bridges carrying NH 16 (Spaulding Turnpike) over NH 108 (Central Avenue) in the City of Dover. Constructed in 1957, and rebuilt in 1999, the NB bridge (Br. No. 132/102) is a four-span, 206-foot long IB-C bridge with a total width of 47.8 feet and a rail-to-rail width of 43.58 feet. The SB Bridge (Br. No. 132/101) is a six-span, 300-foot long IB-C bridge with a total width of 47.8 feet and a rail-to-rail width of 43.58 feet. These bridges are on the Department's State Red List of deficient structures. Scope of work may include: Evaluate Spaulding Turnpike Interchange operations; Create alternative analysis; If deemed necessary, core and test the abutment, pier, and superstructure concrete; Design a replacement or rehabilitation of the existing bridges that addresses the concerns associated with the bridges structure; Environmental investigations to prepare and complete all appropriate environmental documentation and all necessary permitting; Roadway Design associated with the bridge rehabilitation or replacement effort; Traffic Control evaluation and design; Provide final bridge load rating, including NHDOT Bridge Rating Form 4; Public Involvement support services, Public Hearing anticipated; Re-establish existing Right-of-Way; Construction support services. No change in lane capacity is anticipated with this effort. Environmental efforts are needed to prepare and complete all appropriate environmental documentation including cultural resource investigations and permitting to satisfy Federal and State requirements. The Consultant will also be required to assist the Department in the public involvement process that may require a public hearing. This work will require Professional Engineer and Land Surveyor licensure in the State of New Hampshire. Recordable Right of Way purchase plans are anticipated. This project requires Part "A" (Preliminary Design) and Part "B" (Final Design) services. This solicitation is for Part "A" only. The Department reserves the right to either negotiate a scope and fee for Part "B", or terminate the contract. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services, other related project experiences with project references noted, and their current workload with the Department. The compensation format for of this agreement will be cost-plus-fixed-fee.

								T O T A L	R A N K
Fuss & O'Neill	3	3	3	3	3	3		18	3
McFarland-Johnson, Inc.	2	1	2	2	2	2		11	2
Hoyle Tanner & Associates, Inc.	1	2	1	1	1	1		7	1

Rating Considerations	Scoring of Firms			
	W E I G H T	Fuss & O'Neill	McFarland-Johnson, Inc.	Hoyle Tanner & Associates, Inc.
Dover 42872 (Part A)				
Comprehension of the Assignment	20%	20%	19%	19%
Clarity of the Proposal	20%	15%	18%	19%
Capacity to Perform in a Timely Manner	20%	16%	19%	19%
Quality & Experience of Project Manager/Team	20%	18%	19%	20%
Previous Performance	10%	8%	10%	9%
Overall Suitability for the Assignment	10%	7%	8%	8%
Total:	100%	84%	93%	94%

Ranking of Firms: 1. Hoyle Tanner & Associates, Inc.
2. McFarland-Johnson, Inc.
3. Fuss & O'Neill

Rating Considerations	Scoring of Firms			
	W E I G H T	Fuss & O'Neill	McFarland-Johnson, Inc.	Hoyle Tanner & Associates, Inc.
Dover 42872 (Part A)				
Comprehension of the Assignment	20%	10%	14%	16%
Clarity of the Proposal	20%	10%	18%	19%
Capacity to Perform in a Timely Manner	20%	15%	18%	18%
Quality & Experience of Project Manager/Team	20%	15%	20%	20%
Previous Performance	10%	7%	9%	9%
Overall Suitability for the Assignment	10%	6%	9%	10%
Total:	100%	63%	88%	92%

Ranking of Firms: 1. Hoyle Tanner & Associates, Inc.
2. McFarland-Johnson, Inc.
3. Fuss & O'Neill

Rating Considerations	Scoring of Firms			
	W E I G H T	Fuss & O'Neill	McFarland-Johnson, Inc.	Hoyle Tanner & Associates, Inc.
Dover 42872 (Part A)				
Comprehension of the Assignment	20%	18%	18%	19%
Clarity of the Proposal	20%	17%	18%	18%
Capacity to Perform in a Timely Manner	20%	18%	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%	9%	9%
Total:	100%	86%	90%	91%

Ranking of Firms: 1. Hoyle Tanner & Associates, Inc.
2. McFarland-Johnson, Inc.
3. Fuss & O'Neill

Rating Considerations	Scoring of Firms			
	W E I G H T	Fuss & O'Neill	McFarland-Johnson, Inc.	Hoyle Tanner & Associates, Inc.
Dover 42872 (Part A)				
Comprehension of the Assignment	20%	16%	17%	18%
Clarity of the Proposal	20%	17%	17%	19%
Capacity to Perform in a Timely Manner	20%	17%	18%	18%
Quality & Experience of Project Manager/Team	20%	17%	17%	17%
Previous Performance	10%	8%	8%	8%
Overall Suitability for the Assignment	10%	9%	8%	7%
Total:	100%	84%	85%	87%

Ranking of Firms: 1. Hoyle Tanner & Associates, Inc.
2. McFarland-Johnson, Inc.
3. Fuss & O'Neill

Rating Considerations	Scoring of Firms			
	W E I G H T	Fuss & O'Neill	McFarland-Johnson, Inc.	Hoyle Tanner & Associates, Inc.
Dover 42872 (Part A)				
Comprehension of the Assignment	20%	16%	19%	20%
Clarity of the Proposal	20%	15%	19%	19%
Capacity to Perform in a Timely Manner	20%	17%	18%	18%
Quality & Experience of Project Manager/Team	20%	18%	19%	20%
Previous Performance	10%	8%	10%	10%
Overall Suitability for the Assignment	10%	8%	10%	10%
Total:	100%	82%	95%	97%

Ranking of Firms: 1. Hoyle Tanner & Associates, Inc.
2. McFarland-Johnson, Inc.
3. Fuss & O'Neill

Rating Considerations	Scoring of Firms			
	W E I G H T	Fuss & O'Neill	McFarland-Johnson, Inc.	Hoyle Tanner & Associates, Inc.
Dover 42872 (Part A)				
Comprehension of the Assignment	20%	18%	19%	19%
Clarity of the Proposal	20%	18%	19%	18%
Capacity to Perform in a Timely Manner	20%	19%	19%	19%
Quality & Experience of Project Manager/Team	20%	19%	19%	19%
Previous Performance	10%	9%	9%	9%
Overall Suitability for the Assignment	10%	8%	9%	9%
Total:	100%	91%	94%	93%

Ranking of Firms: 1. McFarland-Johnson, Inc.
2. Hoyle Tanner & Associates, Inc.
3. Fuss & O'Neill

TABLE OF CONTENTS

Contents

AGREEMENT EXECUTION ATTACHMENTS	2
PREAMBLE	1
ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED	2
A. LOCATION AND DESCRIPTION OF PROJECT	2
B. GENERAL SCOPE OF WORK.....	2
C. MATERIALS FURNISHED BY THE DEPARTMENT OF TRANSPORTATION	4
D. WORK SCHEDULE AND PROGRESS REPORTS	5
E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS	6
F. DELIVERABLES	6
G. QUALITY CONTROL	8
H. DATE OF COMPLETION	8
ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT	9
A. GENERAL FEE	9
B. METHOD OF COMPENSATION FOR ASSISTANT PROJECT MANAGER TO THE NHDOT SERVICES.....	11
C. LIMITATION OF COSTS.....	12
D. PAYMENTS	12
E. ANNUAL INDIRECT COST RATE SUBMISSIONS	12
F. RECORDS, REPORTS AND FINAL AUDIT	13
ARTICLE III - GENERAL PROVISIONS	15
A. HEARINGS, ETC.	15
B. CONTRACT PROPOSALS.....	15
ARTICLE IV - STANDARD PROVISIONS	16
A. STANDARD SPECIFICATIONS.....	16
B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS.....	16
C. EXTENT OF CONTRACT	16
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS	17
E. ADDITIONAL SERVICES	18
F. OWNERSHIP OF PLANS.....	18
G. SUBLETTING	19
H. GENERAL COMPLIANCE WITH LAWS, ETC.	19
I. BROKERAGE	20
J. CONTRACTUAL RELATIONS	20
K. AGREEMENT MODIFICATION	22
L. EXTENSION OF COMPLETION DATE(S)	22
M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE	22
N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS	24
O. DOCUMENTATION.....	25
P. CLEAN AIR AND WATER ACTS.....	25

ATTACHMENTS

- A. **SCOPE OF SERVICES FOR [PRELIMINARY/FINAL DESIGN, ECT]** Prepared by Hoyle, Tanner & Associates, Inc. dated December 2023 (Revised September 30, 2024).

AGREEMENT EXECUTION ATTACHMENTS

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

DOVER
42872
PRELIMINARY DESIGN

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 19th day of August in the year 2025 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 Hoyle, Tanner & Associates, Inc., with principal place of business at 150 Dow Street, in the city of Manchester, 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 for the rehabilitation or replacement of Spaulding Turnpike Brides 132/101 & 132/102 over NH 108 in the City of Dover.

The DEPARTMENT requires professional engineering, surveying, and environmental consulting services under said project for the preparation of environmental documents, engineering plans and reports, and other work as needed to progress through the environmental review and public outreach process for this project. These services are outlined in the CONSULTANT'S Scope of Services dated September 30, 2024, and Fee Proposal dated September 30, 2024. The Scope of Services is included in this AGREEMENT as Attachment A. The Fee Proposal is hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

The project involves the rehabilitation of the two existing bridges (Br. No. 132/101 and 132/102) carrying Spaulding Turnpike (NH Route 16) Northbound and Southbound mainline over NH 108 (Center Street) in the City of Dover, New Hampshire. These two bridges were built in 1957 and rehabilitated in 1999. The Northbound bridge is a four-span steel girder bridge with concrete decks and Southbound bridge a six-span steel girder bridge with concrete decks. Bridge rehabilitation is anticipated to include deck replacement and repairs to the abutments and piers as required. Rehabilitation will require the determination of a plan to maintain traffic operations along the mainline and locally within the region effected by the proposed construction activities. Situated within the Exit 7 Interchange and spanning Route 108, traffic operations alternatives will be evaluated and progressed in such a way to establish and engage a project working group to openly communicate options. Managing public expectations effectively during early project development is important in order to achieve project's goal to extend the bridge service lives sufficiently and in advance of a future corridor wide improvements being planned under a separate project.

B. GENERAL SCOPE OF WORK

The development of the engineering for this project is expected to be performed in two phases: 1) Preliminary Design, to study and prepare preliminary engineering plans suitable for a Public Information Meeting(s), Design Public Hearing (if needed), and completion of NEPA documentation; and 2) Final Design, to prepare final plans, specifications and estimates for the bridge and associated roadway improvements. This contract is for Preliminary Design services. Final Design is not included in this Agreement. Assuming a successful Public Hearing, and upon completion of Preliminary Design, the DEPARTMENT reserves the right to either negotiate a scope and fee for Final Design or terminate the contract.

The goals of the Preliminary Design engineering efforts of this project are to select an appropriate proposed action that is supported by the community, technically feasible, environmentally permissible, and economical; develop an approved Environmental Document; and bring the proposed action to a public hearing for layout approval. The development of improvement alternatives will include public participation involving public and private stakeholders and the general public in the decision-making

ARTICLE I

process to aid in the determination of the proposed action, and the development of an approved NEPA document.

The work shall be as described in the CONSULTANT'S Scope of Services, Attachment A, and requires the development and refinement of engineering plans and technical documentation. The following general tasks may be included in Preliminary Design:

1. Develop and evaluate roadway and intersection alternatives.
2. Preliminary design of roadways, intersections, traffic features, bridges and other necessary design elements.
3. Evaluation of existing bridge structures.
4. Design of bridge preservation, rehabilitation and/or replacement alternatives for each crossing.
5. Design of ancillary structures.
6. Develop a preliminary Traffic Control Plan that is acceptable and economical for travelers.
7. Consider construction phasing, constructability, and construction access.
8. Complete reports and/or studies summarizing concepts and recommendations.
9. Identify all impacted natural and cultural resources potentially affected by the proposed action and investigate means of minimizing or mitigating the impacts.
10. Prepare an environmental document and any potential for a Section 4(f) evaluation, for the proposed action to comply with the National Environmental Policy Act (NEPA) (including Cultural Resource investigations in accordance with Section 106 of the National Historic Preservation Act) and the identification of any permitting requirements.
11. Assist the Department with public involvement, including preparation of illustrative plans and exhibits for any meetings, including a Hearing plan.
12. Topographic survey mapping.
13. Identify and document the existing right-of-way.
14. Geotechnical services.
15. Utility coordination.

The CONSULTANT shall be responsible for developing engineered plans through an iterative process of design and review involving the DEPARTMENT, STATE, and Federal environmental resource agencies, regional planning commissions, the local community, and the public.

The CONSULTANT shall be responsible for the preparation of complete preliminary designs, including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates, and documents for required submissions to the

ARTICLE I

DEPARTMENT, the Federal Highway Administration, and/or any other STATE or Federal agency, that may be required.

The engineering design shall take into consideration all factors affecting the cost of the construction, such as site-specific foundation considerations; earthwork quantities; erosion and sedimentation control; traffic control; water-quality-treatment issues; construction phasing and complexity; utilities affected; right-of-way needs; environmental issues and commitments; cost; construction materials; etc.

The CONSULTANT shall, when requested by the DEPARTMENT, render such assistance as required, including the preparation and explanation of sketches and plans for, or at, any meetings or conferences held by the DEPARTMENT. Meeting notes and conference memos shall be the responsibility of the CONSULTANT.

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 standards, including published Design Manuals, Guidelines, Directives and Design Memoranda, and the most current Standard Plans for Road Construction, except as otherwise approved.

All plotting, drafting, and calculations performed by the CONSULTANT shall be independently checked by members of the CONSULTANT'S staff other than those who performed the original work. The work of each stage submission or interim study submissions (including quantity estimates) shall have been appropriately checked. The CONSULTANT shall verify all computations and design calculations. The CONSULTANT shall furnish all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.

The CONSULTANT'S Licensed Professional Engineer stamp for the State of New Hampshire shall appear on the construction plans, reports, and other documents that will be submitted to the DEPARTMENT in accordance with RSA 310-A. Stamps shall be those of the professional engineers who prepared them or under whose direct supervisory control they were prepared.

C. MATERIALS FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in US Customary units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:

ARTICLE I

- a. Any available electronic topographical mapping within the project area shall be provided along with any pertinent electronic supporting information (survey field notes, ASCII point file, SDR data files, etc.).
 - b. Electronic drawings in MicroStation format of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
2. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the CONSULTANT's Right-of-Way Boundary (e.g. existing right-of-way layout per record plans, property lines to a tax map level, parcel owners, title abstracting, etc.) will be provided by the DEPARTMENT in MicroStation format for incorporation into the plans by the CONSULTANT.
 3. Plans of prior highway and bridge construction projects within the project limits, as available.
 4. The location of all existing and proposed utilities through direct contact with the various utility companies.
 5. Geotechnical investigations and recommendations, if available: Electronic files of the Environmental resource data collected in previous studies.
 6. Crash data within the study area, if applicable.
 7. Traffic count data, if applicable.
 8. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).
 9. Latest bridge inspection reports, if applicable.
 10. Conceptual design and layout of highway lighting (temporary and permanent), if available and applicable.
 11. Conceptual design and layout of ITS features, if applicable.

D. WORK SCHEDULE AND PROGRESS REPORTS

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

The CONSULTANT shall begin performance of the services designated in the AGREEMENT promptly upon receipt from the DEPARTMENT of a Notice to Proceed and the material to be furnished as herein described. The CONSULTANT shall complete these services without delay unless unable to do so for causes not under the CONSULTANT'S control.

ARTICLE I

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall report progress to the DEPARTMENT in conjunction with DEPARTMENT'S Standardized Invoicing process. Invoices are encouraged to be submitted monthly, and at a minimum they shall be submitted for each month that there has been more than \$10,000 in cumulative billable work since the last invoice, and at least quarterly.

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

The submissions shall be in accordance with the attached Scope of Work. Each submission shall be supplemented with such drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts and designs. The CONSULTANT will be expected to support their design proposals and any issues resulting from review by the DEPARTMENT or in the public participation phase (including agency coordination), with alternative studies and reasonably itemized cost comparisons for alternate concepts.

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

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

F. DELIVERABLES

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

Electronic Transfer of Data: The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All files

ARTICLE I

submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

Word Processing, Spreadsheet, and Database Files: For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

Word Processing:	Microsoft Word 2016 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2016 or NHDOT compatible version
Databases:	Microsoft Access 2016 or NHDOT compatible version

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

Computer File Exchange Media: Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

- File Transfer Sites, Bluebeam, SharePoint.
- Email: Files 20 MB or smaller may be transferred via email. If compressed, the files should be self-extracting and encrypted based on content.

Copies: The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions: an electronic version in the original electronic file format (i.e., MicroStation (*.dgn), Microsoft Word (*.docx), Microsoft Excel (*.xlsx), etc.) and an electronic version in Adobe Acrobat (*.pdf) file format.

Website Information:

- a. Website Content: All external NHDOT websites created under this AGREEMENT shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in Vendor Resources and Procurement | NH Department of Information Technology.
 - b. Website Documents: All documents posted to a website created under this AGREEMENT, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. Compliance requirements can be found at <https://www.section508.gov/create/>.
- Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

ARTICLE I

G. QUALITY CONTROL

The CONSULTANT shall be the Engineer-of-Record for this work, as such the CONSULTANT shall be responsible to ensure that the design and supporting documentation is accurate, checked, and thoroughly reviewed prior to each submission. DEPARTMENT staff will review the CONSULTANT'S submissions to ensure that DEPARTMENT objectives are being met and standard practices and procedures are adhered to. It is the CONSULTANT's and the Engineer-of-Record's responsibility to ensure the design is complete, accurate and meets all DEPARTMENT requirements.

The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

The CONSULTANT's designated Quality Control personnel shall sign-off on each submission prior to transmittal to the DEPARTMENT. The CONSULTANT shall, upon request, provide to the DEPARTMENT any and/or all Quality Control documentation pertaining to work efforts on the project.

H. Date of Completion

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Design of professional services rendered under this AGREEMENT is January 31, 2027, (approximately 18 months from the date of approval by the Governor and Council).

ARTICLE II

ARTICLE II – COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

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

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

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

Direct salary costs are estimated at:

\$218,591.69

- 2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending December 30, 2023, 165.50% shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at:

\$361,769.25

- 3) A fixed fee amount based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead costs)] for profit and non-reimbursed costs.

The fixed fee is: \$58,036.09

- 4) Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than \$200,000, printing, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed

ARTICLE II

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

Direct expenses are estimated at:

\$293,278.59

- 5) Specific Rates of Pay for reimbursement of work performed as Assistant Project Manager to the NHDOT for the time such employee is directly utilized on work necessary to fulfill the terms of this AGREEMENT. The Specific Contract Labor Rate of \$263.52 per hour shall apply for any 24 hours of the day. No overtime pay will be allowed.

Assistant Project Manager expenses are estimated at:

\$159,164.10

- 6) Reimbursement for potential unpaid indirect costs, 2.5% of the direct labor total, should the DEPARTMENT owe the CONSULTANT funds, and the negotiated funds have been exhausted at the time of reconciliation. These funds are added after profit and shall not be reallocated for any reason.

Indirect Cost Rate Reconciliation:

\$5,464.79

AGREEMENT NOT-TO-EXCEED TOTAL \$1,096,304.51

The amount payable under categories 1), 2), 4), and 5) may be reallocated within the not-to-exceed total upon mutual agreement of the DEPARTMENT and the CONSULTANT. Reallocations shall be properly documented for Final Audit purposes, but do not require a formal amendment.

The total amount to be paid under this AGREEMENT shall not exceed \$1,096,304.51, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of 3376 hours), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

ARTICLE II

B. METHOD OF COMPENSATION FOR ASSISTANT PROJECT MANAGER TO THE NHDOT SERVICES

The method of compensation for the Assistant Project Manager to the NHDOT tasks under this agreement will be Specific Rates of Pay (**The Contract Labor Rates for the Specific Rates of Pay format include profit.**)

The following costing items are incorporated as part of this AGREEMENT:

1. **Contract Labor Rates** – The contract labor rate will be a firm-fixed-price for the duration of the AGREEMENT. The contract labor rates will be the total hourly wage for the labor classification including overhead, profit, and escalation of labor adjustment, as follows:

$$\begin{aligned} & \text{a. Direct Labor Rate } (\$90.58/\text{hr.}) \\ + & \text{ b. Direct Labor Rate } \times \text{ Overhead Rate } (165.50\%) \\ + & \text{ c. } (\$90.58 + \$149.91) \times 1.10^* \\ \hline = & \text{ Contract Labor Rate } (\$264.54/\text{hr.}) \end{aligned}$$

*Profit Rate of 10%

In accordance with DEPARTMENT policy, direct labor rates allowed for all labor classifications under this AGREEMENT shall be based on actual salaries for the life of the Contract. For this AGREEMENT, the direct labor rate of \$90.58 translates to a **\$264.54 per hour maximum contract labor rate for the Assistant Project Manager to the NHDOT.**

ASSISTANT PROJECT MANAGER TO THE NHDOT: CONTRACT LABOR RATES

(PER HOUR)

<u>Classification</u>	<u>Hourly Rate</u>	<u>OH Rate</u>	<u>Profit</u>	<u>Contract Labor Rate</u>
Assistant Project Manager to the NHDOT	\$90.58	\$149.91	\$24.05	\$264.54

* The Contract Labor Rates in the above table shall apply for any 24 hours of the day. No overtime pay will be allowed.

2. **Overhead Factor** - The negotiated overhead factor for Special Assistant to the NHDOT (165.50%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
3. **Profit** - The fixed cost per hour for profit shall remain fixed for the life of the AGREEMENT. The negotiated rate and cost per hour for profit for this AGREEMENT is **10% which relates to \$24.05/hour.**

ARTICLE II

4. **Invoicing and Payment** - Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, project-by-project bill submitted on a monthly or other approved basis by the CONSULTANT. The CONSULTANT shall also submit with the itemized bill, Department approved backup weekly time sheets for the employee showing the charges by project and signed by a Department representative.

C. **LIMITATION OF COSTS**

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

D. **PAYMENTS**

Monthly payments on account of services rendered under this AGREEMENT will be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The CONSULTANT shall invoice monthly for work performed in order to not accrue undue outstanding liability to the DEPARTMENT. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing.

Actual salaries paid and the indirect cost rate shown in Article II, Section A, shall be used until such time as true costs of salary burden and overhead are fixed by Final Audit. At that time, payments shall be adjusted to agree with the indirect cost rates as determined by Final Audit for the period in which the work was performed, as approved by the DEPARTMENT.

E. **ANNUAL INDIRECT COST RATE SUBMISSIONS**

The CONSULTANT and all subconsultants with a subcontract value of \$200,000 or greater shall submit their audited indirect cost rate and related documents annually for the life of this AGREEMENT as follows:

ARTICLE II

To comply with the Federal Acquisition Requisitions (FAR), the CONSULTANT'S Indirect Cost Rate Audit must meet the following requirements:

- Be conducted by an independent Certified Public Accountant (CPA), a Federal government agency, or another state transportation agency.
- Be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) issued by the U.S. Government Accountability Office (GAO) and with the cost principles and procedures set forth in Part 31 of the FAR.
- Follow the guidance of the most recent American Association of State Highway Transportation Officials Uniform Audit and Accounting Guide for Audits of Architectural and Engineering Consulting Firms (AASHTO Audit Guide).

In addition to the Indirect Cost Rate Audit, CONSULTANTS shall submit the following documentation:

- AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers form with the required attachments.
- Certification of Final Indirect Costs as required pursuant to 23 CFR 172.11 and FHWA Order 4470.1A.
- Complete copy of the CONSULTANT'S annual audited financial statements.
- Analysis of reasonableness of executive compensation as outlined in the AASHTO Audit Guide.
- Cognizant letter, if available.
- A listing of all contracts, with dollar amounts, the CONSULTANT has currently with the DEPARTMENT as a prime consultant or subconsultant.

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

F. RECORDS, REPORTS AND FINAL AUDIT

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

ARTICLE II

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

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

ARTICLE III

ARTICLE III – GENERAL PROVISIONS

A. HEARINGS, ETC.

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

B. CONTRACT PROPOSALS

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

ARTICLE IV

ARTICLE IV – STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA – CONFERENCES – INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 150 Dow Street, Manchester, NH 03101.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

ARTICLE IV

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

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

ARTICLE IV

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

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

ARTICLE IV

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

G. SUBLETTING

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

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

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

ARTICLE IV

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

ARTICLE IV

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

ARTICLE IV

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

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

ARTICLE IV

solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.

- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

ARTICLE IV

- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONSULTANTS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above, shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

ARTICLE IV

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

Attachment A

Dover #42872

Bridge Deck Replacements for the Spaulding Turnpike Bridges over NH Route 108

Bridge, Highway, Environmental, Project Management, Survey,
Right of Way, Public Outreach and Geotechnical Services

and

SEPARATE PROJECT MANAGER ASSISTANCE ALLOCATION

December 2023

Revised: September 2024

Prepared for:



Trusted Experts | Innovative Results

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

DOVER 42872
REHABILITATION OF SPAULDING TURNPIKE BRIDGES
132/101 & 132/102 OVER NH 108
PART B PHASE – BRIDGE REHABILITATION
PRELIMINARY DESIGN SCOPE OF SERVICES

TABLE OF CONTENTS

Scope of Services and Assumptions

Fee Schedule – Hoyle, Tanner & Associates, Inc.:

- Project Management
- Meetings
- Public Outreach
- Bridge Inspection
- Bridge Design
- Highway Design
- Environmental Coordination / Documentation

Fee Schedule – Kittelson Associates Consulting Engineers – Shared scope identified for Interchange Operations Analysis, Planning, Traffic Modeling Support.

Scope and Fee Schedule – Doucet Survey, LLC – Land Surveying, Existing ROW Plans

Scope and Fee Schedule – Independent Archaeological Consulting – Archaeological Services (PH1A only)

Scope and Fee Schedule – SW Cole, Inc. – Geotechnical Services

Fee Schedule – Direct Expenses

Fee Allotment – Hoyle Tanner & Associates, Inc – Project Manager Assistant (Only As Requested)

Submitted on: 9/30/2024

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

PROJECT DESCRIPTION

The project involves the rehabilitation of the two existing bridges (Br. No. 132/101 and 132/102) carrying Spaulding Turnpike (NH Route 16) Northbound and Southbound mainline over NH 108 (Center Street) in the City of Dover, New Hampshire. These two bridges were built in 1957 and rehabilitated in 1999. The Northbound bridge is a four-span steel girder bridge with concrete decks and Southbound bridge a six-span steel girder bridge with concrete decks. Bridge rehabilitation is anticipated to include deck replacement and repairs to the abutments and piers as required. Rehabilitation will require the determination of a plan to maintain traffic operations along the mainline and locally within the region effected by the proposed construction activities. Situated within the Exit 7 Interchange and spanning Route 108, traffic operations alternatives will be evaluated and progressed in such a way to establish and engage a project working group to openly communicate options. Managing public expectations effectively during early project development is important in order to achieve project's goal to extend the bridge service lives sufficiently and in advance of a future corridor wide improvements being planned under a separate project. The project has a target date for advertising in January 2027.

Anticipated preservation and rehabilitation measures for extending the bridges service life include the following:

- Existing pavement removal,
- Bridge deck replacement,
- Bridge rail replacement with T3 steel bridge rail,
- Bridge approach rail replacement,
- Expansion joint replacement,
- Fixed bearing rehabilitation,
- Expansion bearing replacement if seized or deteriorated,
- Full repainting of the structural steel superstructure,
- Installation of new barrier membrane and pavement,
- Abutment and pier partial depth concrete repairs.

Anticipated Temporary traffic control (TCP) measures to support the bridge deck replacement includes development of TCP alternatives that are intended to maintain the footprint of the existing bridge structures and not require permanent widening. The goal of the TCP alternatives will be to analyzed collected data and prepare supporting graphics for presentations to achieve TCP alternative consensus with the City of Dover as sought to advance the project to a public hearing.

The project intends to return the mainline and ramps to nearly matching the existing lane use, grades and widths.

As scoped the study includes determination of the feasibility of two TCP alternatives to maintain two lanes of traffic in each direction as described below:

1. Consider the diversion of proposing the temporary closure of the Exit 7 On Ramps;
2. Consider the diversion of proposing the temporary closure of the Exit 7 Off and On Ramps.

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

PART B PHASE SCOPE DESCRIPTION

The scope of work included within this Part B scope of work is prepared to support the NHDOT with project management, conceptual and preliminary design environmental coordination, preparation of the NHDOT's Design Report appended with a Bridge Type, Size and Location (TSL) Report. The TSL will include data collection, inspection, engineering analysis, development of replacement bridge deck type alternatives, development of structural steel, bearing and substructure rehabilitation measures, if required. Following the NHDOT Design Report format, highway design documentation is limited to TCP alternatives supporting the bridge preservation and rehabilitation efforts. The NHDOT Design Report will be used to document existing conditions, TCP alternatives and traffic data, public outreach, and environmental coordination. These efforts are necessary for the documentation of the determination of the project's recommended TCP alternative to advance with consensus among the project stakeholders.

This project will be developed accordingly following the NHDOT's Part B Preliminary Design and Part C Final Design phased approach. This agreement will focus on Part B services while a future Part C Final Design phase services agreement is pending successful completion of Part B and as such, are not included at this time within this Scope of Services.

Bridge Preservation/Rehabilitation and highway TCP Alternatives Analysis will be advance through the data collection, Bridge TSL submittal including a Highway Pre-Preliminary submittal (TCP alternatives only) design and then Bridge and Highway Preliminary Submittals. The project will advance generally conforming to NHDOT's Bridge Design and Highway design processes pertaining the aspects of this project required. The scope of services and associated task assumptions for completion of Part B Phase Preliminary Design services are presented in the following sections.

PROJECT MANAGEMENT

The Project Manager role responsibilities will include internal consultant team management for allocation of resources to meet the agreed upon schedules and milestones, monitoring design task progress and expenditure versus budget and coordination with NHDOT. This role also includes coordination within NHDOT, project stakeholders, resource agencies collectively with NHDOT's PM. These tasks are identified below and included in the project budget.

Also, and only upon the request of NHDOT, Hoyle Tanner will provide Project Manager Assistant services on an hourly basis. These services will be tracked separately in each invoice with a running total and percentage to date to keep the NHDOT Project Manager updated on the status of this allotment. The hourly billing rate hours are for tasks identified by an asterisk (*) listed below. NHDOT's PM will remain the primary decision maker and manage financial matters.

All hours included and spent in the project budget for Project Management will be tracked separately from those tracked under Project Manager Assistant.

Project Management and Project Manager Assistant activities within this scope of work include:

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

- PM1 Project Task initiation and ongoing NHDOT coordination.
- * SEPARATELY and ONLY UNDER Project Manager Assistant scope are bi-weekly check-in meetings with PM (NHDOT PM and Consultant PM or Public Info liaison)
- PM2 Development and management of the project schedule using MSProject software. The Part B Phase Preliminary Design project schedule will list deliverable milestone dates established in conjunction with NHDOT to meet the conclusion of Part B, project hearing date targeted in late 2024 to early 2025. This includes tracking the overall and task level progress. Monthly team member check-ins will be utilized and the NHDOT PM will be advised of areas that might require their attention.
- PM3 * SEPARATELY and ONLY UNDER Project Manager Assistant scope - lead all intra-department coordination between Bureaus (Highway, Bridge, Environment, M&R, ROW, Utilities Section, Traffic, TSMO).
- PM4 Manage subconsultant contract-related issues not related to technical or design issues, including contract administration and reviewing monthly progress reports.
- PM5 Preparation of a project-specific Quality Assurance Plan in accordance with Hoyle, Tanner's Quality Control Plan.
- PM6 Preparation of monthly progress reports to accompany NHDOT standard format invoices. Progress reports and invoices will be submitted electronically to the Department.
- PM7 * SEPARATELY and ONLY UNDER Project Manager Assistant scope - Scheduling, materials, and leading the presentation on all required internal project meetings, including Traffic Control Committee, Monday PM Front Office Meetings, Estimate Review Committee Meetings, as well as the Natural and Cultural Resource Agency meetings.
- PM8 * SEPARATELY and ONLY UNDER Project Manager Assistant scope - Arranging and leading all calls and meetings with City, stakeholders, etc. (and representing the Department at certain meetings)
- PM9 * SEPARATELY and ONLY UNDER Project Manager Assistant scope - Draft e-mails and other correspondence to outside agencies and the public for review and/or use by NHDOT PM
- PM10 * SEPARATELY and ONLY UNDER Project Manager Assistant scope - Provide Utility Coordination to support existing facilities location verifications and relocations planning.
- PM11 * SEPARATELY and ONLY UNDER Project Manager Assistant scope Provide Railroad Coordination, (including flaggers as required for design team access) during Part B design to determine the RR needs if impacted by traffic control.
- PM12 Work with NHDOT project management staff to establish a proactive procedure to expedite the review process and minimize the amount of time and effort involved during each review. The Assistant PM will facilitate the procedure. This will include:
- More frequent check-ins on design and pre-submission Over-The-Shoulder (OTS) type meetings when warranted to promote collaborative design development.
 - Provide advanced notice of submission and submission meeting to reserve reviewer time.
 - Submission of materials a couple of days ahead of time to each discipline.

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

- Schedule and conduct design submission review meetings by presentation of plans hung in a NHDOT conference room to “walk through” the project, discuss design aspects and status of known issues for reviewers to ask questions of the designers. Document “issues” to address moving forward to push progress.
- Follow up to facilitate turnaround of reviews about 1 week after meeting.

PM13 Complete project financial and records closeout including submittal of electronic deliverables

MEETINGS

The following meetings, not included elsewhere herein, are required throughout Part B - Preliminary Design:

- M1 One Part B kick-off meeting with NHDOT personnel to be attended by the Hoyle, Tanner Project Manager, Senior Environmental Coordinator, Bridge Engineers (2), & Lead Highway Engineer (5 people).
- M2 “Over the shoulder” meetings with NHDOT personnel during the Pre-Preliminary Design phase preparations to present and discuss project progress and gain consensus on interim decisions. Three meetings will be attended by the Hoyle, Tanner Project Manager and either the Discipline Leads or Senior Engineer for the project (3 people).
- M3 Attendance at one (1) Bridge Preservation/Rehabilitation TS&L and one (1) Highway Pre-Preliminary Submission comment review meeting with NHDOT personnel. Meetings will be attended by the Hoyle, Tanner Project Manager, Bridge Design Lead, Highway Design Lead, and Traffic Design Lead (4 people).
- M4 Attendance at one environmental documentation review meetings with NHDOT personnel. Meeting will be attended by the Hoyle, Tanner Project Manager and Senior Environmental Coordinator (2 people).
- M5 Attendance at one (1) Preliminary Submission comment review meetings with NHDOT personnel. Meeting will be attended by the Hoyle, Tanner Project Manager and the appropriate discipline lead(s) from bridge, roadway or environmental (3 people maximum).

PUBLIC OUTREACH

The following Public Outreach tasks are required throughout Part B - Preliminary Design:

- PO1 Prepare a Public Involvement Outline (PIO) document. Submit a draft to NHDOT. Address comments and make revisions received prior to beginning public engagement efforts. As this is a living document, periodic document revisions are anticipated as the project schedule, meeting dates, team members and other items change. The PIO will:
- Establish and document the public involvement purpose and approach for the project.
 - define the internal project Lead Team and the public Working Group members.
- PO2 Prepare for up to six (6) Project Working Group meetings. Project working group efforts will include meetings setup, agenda, presentation, participation and documentation with meeting notes preparation, distribution, and revision to accurately reflect happenings.

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

- PO3 Progress meetings with NHDOT personnel prior to each of the three (3) Public Informational Meetings, and prior to the Public Hearing. Meetings will be attended by the Hoyle, Tanner Project Manager and either the Senior Environmental Coordinator or the Public Outreach Coordinator (2 people).
- PO4 Preparation for and attendance at up to three (3) Public Informational Meetings (PIMs) at dates and times to be determined by NHDOT. PIMs will be attended by the Hoyle, Tanner Project Manager, Senior Environmental Coordinator, and Public Outreach Coordinator (3 people). The Initial "Blank Sheet" PIM will be conducted early in the project development process, after completion of only minimal engineering to develop a list of potentially feasible traffic management alternatives. The second, follow up PIMs will be conducted after further evaluation of alternatives has been completed, and feedback from the Initial PIM and Project Working Group (PWG) meetings has been considered. The final PIM will be conducted near the end of the Part B process and will present the preferred recommended project action for bridge deck replacement with a roadway focus on management of traffic during construction. PIM preparation and attendance includes the following tasks for each of the three (3) PIMs:
- Development of presentation and exhibit materials:
 - First PIM: PowerPoint slideshow, location map, aerial imagery and GIS information, and existing project bridge and roadway information.
 - Second PIM: Updated PowerPoint slideshow, bridge and maintenance of traffic alternatives (TCP and potentially minor permanent improvements) graphics including plan, elevation and section view colored graphics.
 - Third PIM: Updated PowerPoint slideshow, updated graphics depicting the preferred alternative including colored plans with proposed improvements overlain onto aerial imagery.
 - Preparation of the Public Informational Meeting Conference Reports.
 - Address Public Informational Meeting Conference Report comments from NHDOT and submit final versions.
 - Development of the FOPIS and attendance at up to three (3) NHDOT Monday afternoon Front Office meetings ahead of each PIM to present the project.
 - Assist with meeting logistics.
 - Develop a post card with pertinent graphics and meeting information to be mailed to stakeholders within the project area.
 - Assist the Department in identifying stakeholders and preparing and mailing meeting notice post cards. NHDOT will notify Public Officials and Environmental Agencies via letter.
 - Meetings will be attended by the Hoyle, Tanner Project Manager and either the Senior Environmental Coordinator or the Public Outreach Coordinator (2 people).
- PO5 Preparation for and attendance at the one Public Hearing to be held at a date and time determined by NHDOT, approximately one month after the draft Environmental Document is completed. The Public Hearing will be attended by the Hoyle, Tanner Project Manager and Public Outreach Coordinator (2 people). This task includes:
- Development of presentation and exhibit materials, including hearing handout, a colored hearing roll plan and colored bridge section and elevation view drawings for the Hearing and modified graphics, if necessary for the Finding of Necessity

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

- Hoyle Tanner will attend one Hearing preparation meeting with Department staff, one Hearing “Dry-run” with the Special Committee or Commission and the Finding of Necessity
- Hoyle Tanner will provide responses to Hearing comments, as requested by the Department to assist NHDOT in preparation of the Report of the Commissioner.
- Review the Public Hearing transcript for accuracy and provide comments to NHDOT.
- If any of these meetings entail a virtual component, Hoyle Tanner will prepare a slideshow for use during the meeting.

PART B BRIDGE DESIGN

Bridge Inspection

- BI1 Review existing bridge plans, inspection reports and other available documentation.
- BI2 Inspection Preparation:
- Perform pre-inspection site visit to review existing conditions and inspection access.
 - Develop inspection plan, schedule and safety plan.
 - Develop inspection field note sketches consisting of abutment and wingwall elevations, pier elevations, girder elevations, framing plans and deck plan views and sections for recordation of member deterioration and section loss.
 - Equipment supplier coordination and scheduling.
 - Traffic control coordination and scheduling.
 - Preparation of a Draft Press Release for inspection and NH Route 108 lane closure dates to be submitted to NHDOT and City of Dover two weeks prior to the inspection.
 - Coordination with NHDOT District Engineer and Local Officials regarding inspection date and duration.
 - A pre-inspection team meeting to coordinate field work, review safety plan and discuss/resolve inspection access issues/concerns.
- BI3 Perform an in-depth bridge inspection, with an anticipated duration of two days, which includes the following tasks:
- Field verification of existing plans information.
 - Record superstructure member deterioration and section loss in sufficient detail to identify any required repair measures, if applicable.
 - Visual inspection of the entire bridge deck for wearing surface cracking and observed delamination's and record approximate areas.
 - Measure expansion joint openings.
 - Inspect bridge deck soffit for cracking, spalling and delamination and record approximate areas of each.
 - Inspect bearings for deterioration and function.
 - Hammer sounding of the abutments and piers to identify extents of concrete deterioration.
 - Record areas of abutment and pier deterioration.
 - Visual inspection of the bridge and approach rail.
 - Document and photograph identified deficiencies.
 - Review survey base plan provided by Doucet Survey LLC. for accuracy and completeness.
 - Field note reduction.

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

BI4 Prepare an inspection findings summary to be included in the Bridge TSL Report.

Type Span and Location (TSL) Report Investigation and Evaluation

- BD1 Review existing bridge available design and load rating calculations/documentation.
- BD2 Perform limited structural studies and analyses calculations to evaluate bridge deck replacement alternative feasibility based on structure geometry, phased construction requirements and a maximum increase in net structure dead load of ten percent. This task will include:
- Developing study and analysis assumptions and methodology.
 - Performing dead load calculations for existing conditions and bridge deck replacement alternatives.
 - Determine net change in dead load imposed on bridge due to deck replacement alternatives and proposed T3 bridge rail.
 - Performing a simplified live load rating capacity based on a ratio of the current bridge dead load (pavement, deck, concrete barrier) versus the proposed dead load (pavement, deck and T3 bridge rail).
 - Identify and evaluate construction access and staging areas.
- BD3 Evaluate the condition of existing bridge decks, girders, bearings, and substructures based on inspection findings.
- BD4 Develop bridge repair, and deck replacement alternatives. This task will include:
- Evaluating bridge deck replacement alternatives including cast-in-place reinforced concrete, precast concrete full depth panels, precast partial depth deck panels with concrete overpour and exodermic bridge deck.
 - Evaluating the use of bare concrete decks with integral wearing surface to minimize required profile adjustments due to increased deck thickness and net increase in dead load imposed on the bridges.
 - Identifying structural steel repairs required based on inspection observations and condition.
 - Identifying bearing rehabilitation and/or replacement measures required based on inspection observations and condition.
 - Identifying required abutment and pier repairs and develop repair and future corrosion mitigation methods.
- BD5 Evaluate feasibility of Accelerated Bridge Construction (ABC) methods and techniques to accelerate bridge deck replacement work on bridges to minimize traffic impacts.
- BD6 Coordination with Hoyle Tanner subconsultant KTA-Tator for preparing bridge painting preliminary cost estimates and developing painting access and duration considerations for inclusion in the TSL Report.
- BD7 Develop and evaluate phased construction traffic control sections and details.
- Bridge deck replacement in two and three construction phases for each bridge will be evaluated.
- BD8 Review impact of the TCP on bridge deck replacement and repair measures and constructability, including internal coordination with highway design.
- BD9 Prepare bridge repair and deck replacement alternative itemized construction item cost estimates for feasible alternatives.

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

- BD10 Prepare TSL Report drawings for the preferred deck replacement alternative and up to two construction phasing alternatives.
- BD11 Prepare Draft Bridge TSL Report.
- BD12 Draft Bridge TSL Report and drawings QC/QA reviews.
- BD13 Submit Draft Bridge TSL Report and drawings transmitted to NHDOT (electronically) for review and comment.
- BD14 Address NHDOT review comments on Draft Bridge TSL Report and drawings.
- BD15 Finalize Draft Bridge TSL Report, and drawings and perform QA/QC review.
- BD16 Submit Final Bridge TSL Report and drawings to NHDOT.

Preliminary Bridge Design and Plans

- PBD1 Perform TCP layout coordination.
- PBD2 Perform preliminary design for:
 - a. Bridge deck,
 - b. Structural steel repairs,
 - c. Substructure repairs,
 - d. Expansion bearing replacement and
 - e. Expansion joint replacement.
- PBD3 Develop site plan/construction access plans identifying impact and staging areas necessary for construction the project.
- PBD4 Develop Preliminary Bridge Plans.
- PBD5 Develop Preliminary Bridge Plan quantity calculations and estimate of probable construction item costs.
- PBD6 Perform Preliminary Bridge Plan and quantity calculation and estimate of probable construction item costs quality control and assurance reviews.
- PBD7 Submit Preliminary Bridge Plans and estimate of probable construction costs to NHDOT, electronically, for review and comment.
- PBD8 Address NHDOT Preliminary Bridge submittal review comments.
- PBD9 Submit revised Preliminary Bridge Plans and estimate of probable construction item costs to NHDOT electronically.

PART B HIGHWAY DESIGN

TCP Alternatives Analysis and Design Report Scope

- HD1 Review existing roadway plans, traffic data, topographical survey, existing ROW, regional travel demand model, and other available documentation. Coordinate surveyor access and provide data collection TCP's to NHDOT, District and American Flagging for deployment.
- HD2 Perform a site visit to observe existing conditions and obtain existing data (field measurements, photography, superelevation, etc.). Follow up with a field review of the survey base plan provided by Doucet Survey LLC. for accuracy and completeness.
- HD3 Coordinate subconsultant services to perform weekday AM, PM, & SAT Midday peak periods Turning Movement Counts (TMCs) at intersections of NH 108 with Back River Rd, Spaulding SB Ramps, Charles St, Rutland St, Locust St, and Spaulding NB Ramps (2 hrs each). Counts shall include

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

pedestrian and bicycle movements. Additional TMCs shall be collected for the AM and PM peak periods only at the following intersections: NH 108 and Bellamy Rd, NH 108 and Jenness St, NH 108 and Stark Ave/E Watson St, Stark Ave and Jenness St, Central Ave and Silver St, Silver St and Locust St, Silver St and Rutland St, Silver St and Knox Marsh Rd, Knox Marsh Rd and Bellamy Rd (2 hrs each).

- HD4 Prior to developing TCP alternatives, Hoyle Tanner will prepare and submit to NHDOT a traffic report that includes the base and opening year traffic volumes diagrams with narrative summarizing traffic conditions and approach to developing the TCP alternatives for review and approval. Address draft Traffic Report review comments. The Traffic Report will be an appendix to the NHDOT Draft Design Report.
- HD5 Determine applicable temporary highway design criteria. An abbreviated design criteria report will be developed and submitted to the Department for review and concurrence. The intent of this report is to document the existing condition and the criteria to be used in development of the traffic control plan.
- HD6 Prepare an existing FREEVAL model of NH 16 that captures the ramps areas for exits 6, 7, and 8. The model will be calibrated based on traffic volume information available in the existing Department MS2 system.
- HD7 Evaluate the existing freeway operations within the NH 108 interchange influence area.
- HD8 Develop the existing condition and the conceptual mainline temporary alternatives for conceptual mainline TCP highway layouts for the ramp closure alternatives. All on roll plans.
- HD9 Perform AM and PM peak hours traffic diversions volumes calculations during the NH 108 ramp closures using DTA-lite, dynamic traffic assignment model.
- HD10 Perform AM and PM peak hours traffic operations (2025 Build Year) evaluation at intersections adjacent to the NH 108 interchange using Syncro/SimTraffic, for existing conditions and two traffic control scenarios (On-ramp closures and On/Off-ramp closures).
- HD11 Prepare qualitative assessment of temporary guardrail and drainage needs, as well as potential right-of-way and utility impacts imposed by TCP.
- HD12 Prepare qualitative assessment of Maintenance of Traffic requirements & challenges narrative.
- HD13 Update the Regional Travel Demand Model ("model") with additional local roadway network links sufficient to evaluate the traffic diversion between Exit 7 & 8.
- HD14 Prepare the TCP alternatives models to forecast traffic volumes needed to evaluate the impact of closing the Exit 7 on-ramps and both the on and off-ramps at NH 108 during construction.
- HD15 Prepare FREEVAL alternatives showing the congestions impacts of the proposed temporary traffic control alternatives along mainline (up to 3 alternatives).
- HD16 Identify the potential for Limited Reuse Soils (LRS) to be encountered within the project construction limits and calculate a preliminary estimate of the quantities and disposition of LRS (i.e. can LRS material be stored on-site during construction and reincorporated into the project).
- HD17 Prepare conceptual estimates of probable construction costs for up to 2 different traffic control alternatives.
- HD18 Prepare and submit NHDOT Draft DESIGN REPORT focused on TCP Alternatives Analysis (Roadway Sections) to NHDOT, electronically, for review and comment. The report will include a design narrative and all supporting design documentation. This submittal will reference the bridge TS&L Report submitted separately.
- HD19 Address NHDOT Draft DESIGN REPORT comments. Seek NHDOT concurrence on issues as needed to efficiently progress with development of the Preliminary Submission.

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

HD20 Update the NHDOT Draft DESIGN REPORT; submit electronically to NHDOT.

Preliminary Highway TCP Design and Plans

- PHD1 Refine preferred mainline TCP horizontal alignment designs based on review comments on the Pre-Preliminary TCP Conceptual Alternatives Analysis submission.
- PHD2 Advance preliminary traffic control layouts and roll plans drawings.
- PHD3 Advance existing and proposed mainline alignment roll plans drawings.
- PHD4 Advance the mainline layouts including lane lines, edge of travelway, pavement, curb lines, slope lines, etc. roll plans.
- PHD5 Advance mainline Typical Sections.
- PHD6 Develop preliminary TCP drainage layout and temporary Best Management Practices.
- PHD7 Perform guardrail calculations, superelevation calculations, turning movement analysis, as needed for temporary traffic control.
- PHD8 Prepare preliminary cross sections (topline).
- PHD9 Review and identify potential ROW impacts and utility conflicts.
- PHD10 Determine disposition of LRS and include in estimate of probable construction costs.
- PHD11 Prepare for and attend (1) Traffic Control Committee (TCC) meeting. This project is anticipated to be in the "significant" category.
- PHD12 Prepare preliminary roadway quantity calculations and estimate of probable construction costs.
- PHD13 Update the NHDOT Draft DESIGN REPORT as necessary to document project's development since the previous submission.
- PHD14 Coordinate Preliminary Submission (including bridge design elements); prepare submittal documents & perform QC/QA reviews.

ENVIRONMENTAL COORDINATION

Prepare an Environmental Short Form to satisfy the requirements of the NHDOT environmental review process. Hoyle Tanner's activities within this scope of work include:

Agency Coordination Meetings

- E1 Preparation for and attendance at two NHDOT Cultural Resources Committee meetings at dates and times to be determined by NHDOT. Meetings will be attended by the Hoyle, Tanner Project Manager and Senior Environmental Coordinator (2 people). This task includes the following for each of the meetings:
 - Preparation and submittal of the NHDHR Transportation Request for Project Review (RPR) or the Section 106 Programmatic Agreement Appendix A or B Certification Forms, as applicable, based on coordination with NHDOT Cultural Resources (CR) Program staff prior to the first meeting.
 - Development of presentation and exhibit materials:
 - First Meeting: PowerPoint slideshow, bridge and roadway TCP alternatives graphics including plan, elevation and section view colored graphics.

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

- Second Meeting: Updated PowerPoint slideshow, updated graphics depicting the preferred alternative including colored plans with proposed improvements overlain onto aerial imagery.
 - Preparation of conference reports for each meeting.
- E2 Preparation for and attendance at one NHDOT Natural Resource Agency Coordination meeting at dates and times to be determined by NHDOT. Meeting will be attended by the Hoyle, Tanner Project Manager and Senior Environmental Coordinator (2 people). This task includes the following:
- Preparation and submittal of an Agenda Item Request form.
 - Development of presentation and exhibit materials: PowerPoint slideshow, bridge and roadway alternatives graphics including plan, elevation and section view colored graphics.
 - Preparation of conference report.
- E3 Coordinate this project with the Bureau of Rail and Cultural Resource Program to determine implications of impacting the existing railroad Right of Way and potential for impact to the rail corridor as a Historic resource.

Environmental Documentation

- E4 Send initial contract letters to City of Dover public officials/agencies (City Council, Police, Fire Department, Planning and Zoning, Heritage Commission, Public Works) to obtain input, comments, or concerns about the proposed project; communicate responses with NHDOT.
- E5 Complete agency coordination and prepare documentation for Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f), including:
- Coordination with NHDOT and subconsultants to determine scope of work efforts for Section 106 documentation. The bridges have been determined to be ineligible for listing on the National Register of Historic Places (National Register), however, the southeast side of NH 108 within the project area abuts the Sawyer Woolen Mill property that is listed in the National Register of Historic Places (National Register).
 - Conducting all Section 106 public outreach efforts with Consulting Parties and municipalities.
 - It is anticipated that NHDHR in response to the RPR submittal will request archaeological assessment of the project areas. Coordinating with archaeological subconsultant to undertake a Phase IA Archaeological Sensitivity Assessment followed by a Phase IB Intensive Archaeological Investigation of areas of sensitivity that may be impacted by the project alternatives; a combined assessment and report may be utilized if agreed to by NHDOT and NHDHR. Documentation will include a comprehensive report indicating the results of the investigations, identifying areas of sensitivity, and presenting recommendations if needed for Phase II Determination of Eligibility and Phase III Data Recovery.
 - Completion of all necessary phases of archaeology as required to reach a Public Hearing, understanding that additional phases may be completed in Part B.
 - Development and submittal of a Draft Section 106 Cultural Resources Effect Memo and Effect Tables, as needed, to NHDOT CR Program staff.
 - Should it be determined that there will be adverse effects on historic properties as defined by Section 106, development and submittal to NHDOT CR Program staff a Memorandum of Agreement that identifies appropriate mitigation for adverse effects and the Advisory Council

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

- on Historic Preservation (ACHP) Electronic Section 106 Documentation Submittal System (e106) Form for submittal to ACHP.
- Review and documentation of the project limits for potential to impact additional Section 4(f) resources not identified during Section 106 review: park and recreation lands, wildlife and waterfowl refuges.
 - If needed, following a determination of adverse effect, coordinating with NHDOT, the lead federal agent, NHDHR, and Consulting Parties on appropriate mitigation.
- E6 Complete agency coordination and prepare documentation for Section 6(f) resources, including:
- Review project area for potential impacts to land under the protection of Section 6(f) or other publicly funded conservation areas.
 - Coordinate with NH Scenic Byways, Land and Water Conservation Fund, National Park Service, NH Division of Parks and Recreation, Land and Community Heritage Investment Program, the Conservation Land Stewardship Program, including review of online mapping or listings, where appropriate.
- E7 Complete agency coordination with US Fish and Wildlife Service (USFWS), and prepare associated documentation, by completing tasks including:
- Review project areas using USFWS Information for Planning and Consultation (IPAC) online tool to identify potential impacts to federally listed species or habitat; preliminary review includes Northern long-eared bat (NLEB) and small whorled pogonia.
 - Complete additional coordination with NHDOT Bureau of Environment (BoE) staff regarding potential to affect small whorled pogonia habitat and conduct presence/absence survey within work areas if necessary, assuming two staff for a single day.
 - Review project for potential impacts to NLEB per USFWS 4(d) requirements including completion of IPaC online questionnaire to obtain concurrence letter from USFWS for impacts to NLEB; follow up if necessary;
- E8 Complete agency coordination with NH Natural Heritage Bureau (NHNHB) and NH Fish & Game (NHF&G) Department, including:
- Review project area for potential impacts to state-listed species using online Datacheck tool; and,
 - Preliminary review of the site resulted in no NHNHB records in the vicinity. If state-listed species are identified within the project area at a later date, coordinate with agency staff to determine if avoidance or minimization efforts are required (such as construction timing, plan notes or modifications, etc.) and document the proposed use of such measures as needed.
- E9 Complete agency coordination regarding Floodways/Floodplains/Flood hazard areas, including:
- Review online FEMA Flood Insurance Rate Maps (FIRMs) to determine potential impacts to protected floodways/floodplains/flood hazard areas; and,
 - Coordinate with NH Office of Energy and Planning (OEP) State National Flood Insurance Program Coordinator.
- E10 Complete review of the NHF&G Wildlife Action Plan data layers (available on GRANIT) and The Nature Conservancy's Connect the Coast (CTC) data layers (available on the NH Coastal Viewer) for areas of highly ranked habitat and aquatic habitat, prioritized habitat blocks, wildlife corridors and CTC priority road segments. At the NR Agency meeting Hoyle Tanner will coordinate with NHF&G regarding wildlife corridors or habitat blocks identified in the project area. This information about wildlife corridors and habitat shall be considered during the design of the project.

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

- E11 Complete a hazardous material site assessment and NHDES OneStop Environmental Database review for sites located within 1000' of the project area. Provide a summary of hazardous/contaminated sites, including OneStop mapping figures. Provide recommendations for any additional investigations.
- E12 Review the project areas for the potential to affect groundwater contaminated with PFAS using the online data map developed by NHDES; the initial review criteria is any contaminated site within 1,000 feet and any landfill or dump site within 4,000 feet.
- E13 Evaluate addressing Limited Reuse Soils (LRS), including:
- Review online mapping;
 - Coordination with Bureau of Environment staff;
 - Evaluation of limitations on storage and reuse of excavated LRS materials including LRS impacted by invasives; and,
 - Incorporate LRS provisions into the Part B design and estimate of probable construction costs, as required.
- E14 Review NHDES/EPA 303(d) list of impaired waters for the potential to affect waters listed therein. Coordinate with NHDOT regarding design review for compliance with MS4 requirements, the NHDES Alteration of Terrain (AOT) and the NPDES Construction General Permit (CGP).
- E15 Coordinate with NHDOT Labor Compliance to establish locations of low-income, minority populations within the project area.
- E16 Review online mapping/listings to determine if project area is located within the corridor of a Wild and Scenic Rivers.
- E17 Complete an Environmental document (Study or Short Form), including all necessary attachments, and submit electronically to NHDOT for review and comment.
- E18 Address NHDOT review comments.
- E19 Submit revised Environmental Document to NHDOT electronically.

TASK AND SCOPE OF SERVICES ASSUMPTIONS

Environmental Coordination Assumptions

- A1. The bridges have been determined to be ineligible for listing in the National Register; thus, an Individual Inventory Form will not be required and is not included in this scope of work.
- A2. The project will not utilize federal funding, thus NEPA documentation for FHWA is not included in this scope of work. Preparation of an Environmental "Short Form" /Programmatic Section 4(f) document will satisfy NEPA requirements; preparation of an Environmental Review will require a contract modification.
- A3. The project is not expected to affect any of the structures listed in the National Register at the Sawyer Woolen Mill property or any other potentially historic structures; services required by an historical architect or completion of inventory forms for evaluating any structures, including those outside of the Sawyer Woolen Mill, are not included in this scope.
- A4. Per Task E5, Phase 1A and Phase1B archaeological assessments are assumed to be requested by NHDHR; Independent Archaeological Consulting LLC has provided a scope of work for these efforts. Efforts required for further archaeological investigations including a Phase II or Phase III archaeological investigation would require a scope amendment.
- A5. Should such investigations determine that there will be adverse effects on Historic, Cultural or Archaeological resources, completion of the e106 for submittal to ACHP and a Memorandum of

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

Agreement to identify appropriate mitigation for the adverse effects is included in this scope. Should the participating organizations (SSHPO/NHDHR, NHDOT Bureau of Environment and the Town) not come to agreement on such mitigation, or should there be contention of the determinations, a scope amendment will be required.

- A6. All project impacts will occur above the Top of Bank for the Bellamy River and reservoir; no wetland delineation or permitting is included in this scope of work.
- A7. Identification of the need for the following permits will be included in Part B Preliminary Design; NHDES Shorelands NHDES/USACE Wetlands. Permit applications will not be completed. is the only permit anticipated.
- A8. Permit applications will not be completed under Part B.
- A9. Air quality or noise investigations will not be necessary. The project will not involve the addition of any through traffic lanes, or significant permanent shifts in either the vertical or horizontal alignment of the existing roadway or the permanent alteration of existing intersections that would raise concern regarding air quality and/or noise. Field work or sampling will not be required.
- A10. NHDOT will provide 2 rounds of comments/revisions on the Draft Environmental Document targeted within 30 days of submittal and will assist in coordination of in-house comments from multiple NHDOT reviewers for submittal to Hoyle, Tanner as a singular review comment document at the completion of each review.
- A11. Coordination regarding Environmental Justice will not result in identification of low-income or minority populations to the extent that additional public outreach efforts will be required.
- A12. The Draft Environmental document will be available for NHDOT review and comment at least one month prior to the Public Hearing.
- A13. Coordination with USFWS regarding federally-listed species will be completed without the need for surveys for NLEB.
- A14. At this time, the services of a wildlife subconsultant are not included in this proposal. Depending upon the outcome of the agency review completed during the Environmental Documentation process, a contract modification may be submitted to engage the services of a subconsultant.
- A15. The minimal amount of alteration outside of the NHDOT ROW and beyond the immediate bridge itself suggests classification of the potential impacts to Section 4(f) protected resources as de minimis, if there is any use identified. Extensive and protracted avoidance, minimization or mitigation efforts are not anticipated.
- A16. At this time, with the scope for a bridge rehabilitation needing traffic control, the assumption is made that there is no need or requirement to perform a pollutant loading analysis within the project limits.
- A17. Review temporary stormwater treatment requirements and options based on TCP alternatives to determine if a BMP is needed utilizing the NHDES BMP worksheets and if ROW will be impacted as a result of the need for adequate temporary erosion controls.
- A18. No work will occur on the NH Rt 108 bridge over the Bellamy River; permitting for work on this structure is not included in this scope of work and stream crossing data will not be collected.

Project Management Assumptions

- A19. Contract execution and Notice to Proceed are anticipated by September 2024.

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

- A20. The fee estimate will be based on the project average direct labor rates for each applicable labor class included in the Contract Salary Rate Calculation Form prepared by Hoyle, Tanner dated 09/08/2024 (enclosed), and Hoyle, Tanner's latest approved overhead rate of 165.50.
- A21. Part B Design Phase Services completion will occur within an anticipated 12-14-month duration following the Notice to Proceed provided the submittal review durations assumed herein are not exceeded, and the Public Informational Meetings and Public Hearing can be scheduled within this period. The design schedule may require adjustment if the number of Department/Agency submittal reviews, or the duration of those reviews, becomes excessive. The project design schedule will be prepared as described within task PM2 and discussed and outlined at the project kick-off meeting with NHDOT.
- A22. The project is currently programmed for construction. If the Part B Design Phase Services are completed in 12-14 months, and the Part C design services are initiated immediately following completion of Part B, project advertisement/construction may occur as soon as 2027; however, the Part C contract will need to be negotiated immediately after the Public Hearing (if needed) while preparing for the Finding of Necessity to avoid schedule delays.
- A23. Services under the contract will be provided in accordance with the NHDOT manuals and standards in-place at the date of Notice to Proceed. Compliance with revisions to manuals or procedures enacted after the Notice to Proceed may require a contract modification.
- A24. NHDOT submission review time will be eight weeks. The Hoyle Tanner PM Assistant will assist NHDOT in coordinating the reviews and combine comments from multiple in-house reviewers into a single review comment set to provide to Hoyle, Tanner at the completion of each review period.
- A25. Preparation of a Conference Report for the Public Hearing will not be necessary; the Department will utilize a stenographer to document proceedings of the Hearing. Hoyle, Tanner will review the transcript for accuracy and provide comments, as necessary.
- A26. The following services will not be included or performed as part of this contract:
- Part C Final Design post Public hearing services are not included.
 - Right-of-Way appraisal and acquisition services will be included during Part C, if required.
- A27. Topographic field survey information, including existing right-of-way and property boundary information, will be provided by the Consultant Team. We intend on utilizing Doucet Survey LLC for survey and ROW research and ROW drawing preparation efforts.

Bridge Design Assumptions

- A28. The Bridge Type, Span and Location (TSL) Report will include the following information/sections:
- Cover, Title Sheet, and Index/Table of Contents
 - Introduction
 - Location Map
 - Executive Summary
 - Existing Bridge Description
 - Existing Bridge Condition Summary
 - Design Criteria
 - Bridge Deck Replacement Alternatives
 - Text will include evaluation and consideration of ABC techniques to accelerate work on bridges to minimize traffic impacts.
 - Structural Study Results

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

- Text will include discussion on net change in dead load imposed on bridge due to deck replacement alternatives and T3 bridge rail and the simplified live load rating capacity based on a ratio of the current bridge dead load (pavement, deck, concrete barrier) versus the proposed dead load (pavement, deck and T3 bridge rail) results.
 - Project staging and phased construction requirements.
 - Estimates of Probable Construction Item Costs
 - Conclusions and Recommendations
 - Bridge Type, Span & Location Drawings
- A29. Bridge TSL Report draft and final versions will be submitted electronically to NHDOT. Paper copies will not be provided.
- A30. The preliminary design, plans, and construction item cost estimates are based on the following assumptions for the preferred deck replacement alternative and required repairs:
- Bridge deck replacement with a new cast-in-place reinforced concrete deck.
 - Bridge rail replacement with T3 Steel Bridge Rail.
 - Bridge approach rail replacement.
 - Limited structural steel repairs.
 - Expansion joint replacement.
 - Fixed bearing rehabilitation.
 - Expansion bearing replacement with new elastomeric bearings.
 - Existing substructures, abutments and piers, will be retained and rehabilitated.
 - Typical bridge section will match existing.
 - Bridge deck will be replaced in up to 3 phases of construction for each bridge.
- A31. The Type, Span and Location (TSL) drawings will consist of 13 sheets and will include the following:
- General Plans (1 Sheet)
 - Elevations (1 Sheet)
 - Profiles (2 Sheets)
 - Phased Bridge Construction Sections (8 Sheets)
 - Existing and Proposed Typical Sections (1 Sheet)
- A32. The Preliminary Bridge Plans will consist of 27 sheets and will include the following:
- Project Notes (2 Sheets)
 - General Plans (1 Sheet)
 - Elevations (1 Sheet)
 - Site Plan/Construction Access Plan (1 Sheet)
 - Roadway Profile and Approach Section (2 Sheets)
 - Phased Construction Sections (8 Sheets)
 - Abutment Rehabilitation Details (4 Sheets)
 - Pier Rehabilitation Details (2 Sheets)
 - Superstructure Details (2 Sheets)
 - Typical Deck Sections (2 Sheets)
 - Deck Reinforcement Sections (2 Sheets)
- A33. The Preliminary Roadway TCP Plans will consist of 29 sheets and will include the following:
- Typical Sections (2 Sheets)
 - Roadway Layout (Roll Plan)
 - Cross Sections (24 Sheets)

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

- Traffic Control Plans (3 Roll Plans)
- Drainage Subcatchments (2 Roll Plans)
- Ramp Closure Detour Plans (1 Roll Plans)

Highway Design Assumptions

A34. Temporary roadway design criteria assumptions:

- The design speed for the roadways are anticipated to be:
 - Mainline – 70 mph (temporary conditions may use 55 mph)
 - Ramps – 30 mph (posted plus 5 mph)

A35. The limits of roadway improvements are minimal and as such efforts are limited to be as required for removal of temporary TCP measures and Spaulding Turnpike mainline matches into the new bridge deck. These are estimated to be 1,000 linear feet either side of the overpass on the Spaulding Turnpike and 100 linear feet along each interchange ramp. Reconstruction of NH 108 and detour intersection modifications are not requested or required.

A36. Existing horizontal alignments will be evaluated against current standards and documented within the Design Report. Up to 2 alignments are included to better understand what driver expectations are along each alignment. These include:

- Existing highway alignment for NB & SB Spaulding Turnpike in Bridge area

A37. Only minor modifications to the existing on-ramp terminals to improve gore area and acceleration lane pavement markings layouts are anticipated. Permanent modifications to horizontal and vertical alignments for the ramps and evaluation of alternative ramp configurations are not requested or required.

A38. One horizontal TCP alignment for each roadway will be advanced for the Preliminary Plans Submittal.

A39. Temporary 12' lanes with 4' high/low speed shoulders will be required for phased construction.

A40. For overall TCP alternatives development, it is assumed that two lanes of traffic will be maintained on the Spaulding Turnpike in each direction at all times for major construction phases. Short term single lane closures may be allowed for specific operations based on hourly volumes. NB/SB On and Off-ramp closures for bridge construction will be considered as alternatives. Permanent lane closures on NH 108 are not anticipated.

A41. Travel Demand Model Assumption

- The Seacoast Regional Travel Demand Model ("model") developed for and maintained by the Rockingham Planning Commission shall be requested and used for work zone trip diversion estimates.
- The latest calibrated model version will be the base of any network changes required for trip diversion estimates.
- Calibrating the model to the project existing conditions year is not included in this scope of work.
- Creating and calibrating a sub-area model is not anticipated as part of this project effort.
- The majority of detoured traffic from Exit 7 is anticipated to reroute to Exit 8 (Knox Marsh Road); with minimal traffic detouring to US 4. As such, only analysis of the intersections needed to access Exit 8 (listed below) will be required.
- The interchange influence area intersections included in the ramp closure analysis are: NH 108 and Bellamy Rd, NH 108 and Jenness St, NH 108 and Stark Ave/E Watson St, Stark Ave and Jenness St, Central Ave and Silver St, Silver St and Knox Marsh Rd, Knox Marsh Rd and

Dover 42872
Rehabilitation of Spaulding Turnpike Bridges
132/101 & 132/102 over NH 108
Part B Phase – Bridge Deck Replacements
Preliminary Design Scope of Services
and Fee Assumptions

Bellamy Rd. The impacts will be evaluated for the AM and PM peak periods using empirical HCM 6th Edition methodologies and microsimulation SimTraffic models.

- If the model is not made available to the project team, the Department shall obtain the necessary trip diversion data required to estimate the traffic volumes impact on diversion intersections listed above.
- A42. Interchange Operations Assumption
- Microsimulation of freeway operations in not anticipated.
 - Freeway operations shall be based on empirical models consistent with the Highway Capacity Manual (HCM) 6th Edition.
 - Future traffic volumes shall be determined based on a straight-line growth rate based on historic traffic volumes and input from the Department.
- A43. Permanent changes in intersection control or traffic signal improvements on NH 108 are not currently anticipated.
- A44. Pedestrian connectivity on NH 108 will be maintained throughout construction utilizing the existing sidewalk. A sidewalk will only be required along one side of the roadway with appropriate crossing locations.
- A45. Turning Movement Counts (TMCs) will be performed in Fall 2022. COVID related adjustment factors will NOT be applied to the 2022 counts due to the rebound in overall traffic and lack of restrictions.
- A46. Automatic Traffic Recorder (ATR) data available from the Department's Transportation Data Management System website will be utilized for Mainline and Ramp terminal operations. Data collection for this purpose will not be required.

AREA OF SURVEY:

NHDOT is requesting full survey along NH Spaulding Turnpike and NH Route 108 in Dover, NH. Survey limits are shown in detail on the attached map. Survey information would include the location of road, pavements, centerline, alignments, shoulders, slope breaks, utility poles, tree lines, wetland flags and general topo. Include any existing boundary and Turnpike monument's , drainage pipes and structures.

DESCRIPTION OF PROJECT:

12.1 Facilitation & Review Meetings

The HTA Team will host two facilitation meetings to coordinate between the HTA Team and NHDOT. The first meeting will be at initiation of survey and right-of-way efforts and will include:

- 12.1.1 Project overview
- 12.1.2 Turnover of DOT project data and ROW files
- 12.1.3 Establish project limits

12.2 Records Research

Doucet Survey will research town, county and state records, including the following:

- 12.2.1 Town road and property records
- 12.2.2 State right-of-way and archive records
- 12.2.3 County road, registry and probate records.
- 12.2.4 Abutter's deeds and plans

12.3 Survey

Doucet Survey will complete a geodetic control survey in accordance with Section I of the NHDOT Survey Technical Standards Manual. Doucet Survey will also complete an engineering survey in accordance with Section III.12 of the NHDOT Survey Technical Standards Manual. Efforts associated with survey will include the following:

- 12.3.1 Right-of-way survey limits are: Field recovery of Right-of-Way and abutting boundary monuments
- 12.3.2 Establish geodetic control network on NH State Plane Coordinate System NAD83(2011)
- 12.3.3 Perform right-of-way survey of existing Right-of-Way
- 12.3.4 Develop Right-of-Way alignments and establish Right-of-Way limits based on survey and boundary control standards of practice as defined by NH LAN 500.
- 12.3.5 Run differential level loop from published benchmark to geodetic control on NAVD88.
- 12.3.6 Aerial control & mapping. Mapping by Eastern Topographics.
- 12.3.7 Locate topographic features including structures, test pits, observable utilities (pipe size & inverts), wetland flagging (by others), extent of stream channel, and 1-foot contours.

12/13/2023

12.4 Plan Review

Doucet Survey will submit a preliminary "Engineering Survey Plan" to HTA for NHDOT review and participate in one Engineering Survey Plan review meeting to review the following:

- 12.4.1 Preliminary Right-of-Way plans for NHDOT Department review
- 12.4.2 Discuss Right-of-Way issues uncovered during the survey work.
- 12.4.3 Review CAD format and deliverables.

12.5 Develop Final Existing Right-of-Way Plan

- 12.5.1 Final plan will address comments from NHDOT Department plan review
 - 12.5.1.1 Doucet Survey will provide a written report explaining how items were addressed.
- 12.5.2 Record plan at County Registry
- 12.5.3 Survey plans to be delivered in DGN & PDF format. Provide a plan showing the existing boundary monuments and survey traverse in DGN format and geodetic control data in ASCII file format.

ASSUMPTIONS:

- Survey is completed when site conditions allow for accurate and efficient work.
- NHDOT will notify adjacent landowners that survey including clearing brush will occur within the survey limits which includes private land.
- No new monumentation will be set.
- Adequate record and physical evidence are found to enable retracement of the right of ways.

August 2, 2024

Kimberly R. Peace
Senior Environmental Coordinator
Hoyle, Tanner & Associates, Inc.
150 Dow Street
Manchester, NH 03101

Re: Dover 42872 Rehabilitation of Spaulding Turnpike Bridge
132/101 & 132/102 over NH 108 Phase B – Bridge Rehabilitation
Phase IA and IB Scope of Work



Dear Ms. Peace,

Independent Archaeological Consulting, LLC (IAC) has prepared for your review a Phase IA archeological sensitivity assessment and Phase IB intensive archaeological investigation scope of work for the Dover 42872 Rehabilitation of Spaulding Turnpike Bridge 132/101 & 132/102 over NH 108 Phase B project area located in Dover (Strafford County), New Hampshire. The proposed bridge rehabilitation project will impact two existing bridges (Br. No 132/101 and 132/102) which carry the Spaulding Turnpike (NH Route 16) Northbound and Southbound mainlines over NH 108 (Center Street) in the City of Dover. Anticipated impacts within the project footprint include the following impacts:

- Existing pavement removal
- Bridge deck replacement
- Bridge rail replacement with T3 steel bridge rail
- Bridge approach rail replacement
- Expansion joint
- Fixed bearing rehabilitation
- Expansion bearing replacement
- Spot painting
- Installation of new barrier membrane and pavement
- Abutment and pier partial depth concrete repairs

The project area is situated slightly southeast of Dover's urban center and encompasses level landforms along the northern shoreline of the Bellamy River. In addition to providing a rich resource base for both Native Americans and Euroamericans, the Bellamy River is a direct tributary of the Piscataqua River and offered a direct route to the heart of the Piscataqua River Watershed travel corridor. cursory background research suggests during the seventeenth-century, Dover's earliest Colonial settlers established a bridge crossing here, as well as a saw and grist mill at the site of the falls. Today, the sprawling National Register eligible Sawyer Woolen Mill complex straddles the river at the falls.

The Phase IA archaeological sensitivity assessment provides the first opportunity for an archaeologist to review project effects in relation to a specific location on the ground. It falls to the archaeologist to have a depth of experience in knowing the culture history of New Hampshire and an understanding of the range of resources that may be present in a project area. The objective of the Phase IA assessment is to provide the client with a review of a project area that evaluates whether archaeological resources are *known* to be present, or are *likely* to be present (i. e., is "sensitive").

The Phase IA study consists of a series of steps, including:

- A New Hampshire Division of Historical Resources (NHDHR) site file search (via NHDHRs online data base – EMMIT), to learn whether any sites are known within 5.0 km (3.0 miles) of the project area, both upstream and downstream of a project area, to discern whether the watershed has been documented as having been heavily utilized by Pre-Contact Native Americans.
- Review of soil maps, surficial geology, USGS topographic quadrangles, to articulate the potential resources – water, well drained soil for camp sites or agriculture, lithic sources for tools, or clay for pottery or bricks.
- Site inspection to view existing conditions of the project area, to identify obvious disturbances or features, such as cellarholes, stone foundations, wells, or surface scatters of artifacts. Soil testing (if permitted by state law) to sample for soil intactness or disturbance in a project area.
- Report preparation will offer the client a full rendering of background research completed, development of the site predictive model, results of the site inspection, and recommendations about further archaeological survey, if needed.

These elements of research satisfy the requirements of compliance with Section 106 of the National Historic Preservation Act.

NHDHR has provided consultants with the option of filing a short-form report if *all* parts of project area are found to have no sensitivity (i. e., potential for archaeological resources). If a project area is sensitive, then the archaeologist must file a full Phase IA report, with supporting documentation of the positive results. For this project, IAC will draft a “stand-alone” Phase IA report summarizing areas of sensitivity and a refined Phase IB testing strategy based on the results of the Phase IA assessment.

If portions of the project area are found to be sensitive for Pre-Contact or Post-Contact archaeological resources and the proposed work will impact sensitive locations, archaeologists will conduct a Phase IB intensive archaeological investigation to determine the presence or absence of archaeological resources. If resources are confirmed to be absent, the project can move forward where the Phase IB study has resulted in findings of no archaeological resources. cursory background research, including a historic map review and analysis of soil maps, suggests portions of the project area are sensitive for both Pre-Contact Native American and Post-Contact Euroamerican archaeological resources.

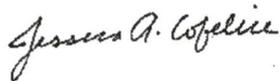
Archaeologists confirm the presence or absence of archaeological resources through the hand excavation of shovel test pits, each measuring 0.5 m by 0.5 m (1.8 ft by 1.8 ft), with all soils screened through ¼” mesh for the retrieval of artifacts. Shovel test pits are placed at 8-m (26-ft) intervals along transects, typically aligned at the edge of terraces above the nearest water body, whether this be a river, stream, wetland, or lake. For the Phase IB scope of work for the present project, IAC proposes the excavation of up to 250 shovel test pits (STPs). If artifacts are recovered, these are brought to IAC’s laboratory in Dover for processing, which includes washing, identifying, and quantifying, and entering all results into an Access® database. Labwork continues with the creation of computer-generated site plans, and the analysis of soil profiles and the distribution of artifacts among testholes.

If no archaeological resources are found at the Phase IB level, IAC will prepare a short-form report and recommend no further archaeological survey. If the Phase IB investigation demonstrates the presence of resources in the project area, IAC will provide recommendations about whether further (Phase II) archaeological survey is advised. If a site is discovered, the scope includes the preparation of a site form to be submitted to NHDHR. As per NHDHR's 2020 Archaeological Curation Guidelines, the proposal includes a fee of \$350.00 per artifact box (per cubic foot) for review and long-term curation of archaeological materials due to NHDHR on the date of accession. IAC will prepare the artifact collections and required paperwork for transfer to NHDHR per the 2020 guidelines. All reports will be submitted to NHDHR on archival-quality paper and will be accompanied with a bibliography form.

As requested, we have attached separate fee proposals for this project (Attachments 1 and 2). For the Phase IA survey, the estimated cost is \$5,316.00 and for the Phase IB the estimated cost is \$61,372.00 for a combined total not to exceed \$66,688.00.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Jessica A. Cofelice".

Jessica Cofelice MA, RPA

22-1580 S

September 29, 2022
Revised December 7, 2023
Revised August 2, 2024

Hoyle, Tanner & Associates, Inc.
Attention: Todd Clark, P.E.
150 Dow Street
Manchester, NH 03101

Subject: Scope of Services and Budget
Desktop Subsurface Review and Geotechnical Engineering Services
Rehabilitation of Spaulding Turnpike Bridges 132/101
& 132/102 over NH 108
NHDOT Project Number Dover 42872
Dover, New Hampshire

Dear Todd:

We have prepared this Proposal to provide desktop subsurface review and geotechnical engineering services for the subject project. The purpose of our services relative to the project is to review available subsurface explorations in the possession of NHDOT and provide seismic design parameters and geotechnical recommendations for construction of temporary cross-over lanes and sliver widenings.

PROJECT CONDITIONS

The project involves preservation of Spaulding Turnpike Bridges 132/101 & 132/102 over NH 108 likely to consist of bridge deck repairs or possible bridge deck replacement. To facilitate construction, temporary highway cross-over lanes will be constructed in the median, northbound and southbound of the bridge to shift traffic. Additionally, it is expected the project will include some sliver widenings that may require some grading modifications. Details on cross-over and sliver widening locations, existing topography, and proposed grading are not available at this time.



22-1580 S
September 29, 2022
Revised December 7, 2023
Revised August 2, 2024

Based on design plans from 1955, original test borings for the bridges encountered stiff clay soils overlying dense to very dense "hardpan" overlying refusal at depths varying from about 3 to 20 feet. We infer that hardpan is glacial till and refusal is bedrock.

SCOPE OF SERVICES

S. W. Cole Engineering, Inc. (S.W.COLE) will provide desktop subsurface review and make a geotechnical evaluation of the findings as they relate to the proposed construction. Details regarding specific components of work are as follows.

will review available subsurface data possessed by NHDOT in the areas of the cross-overs and sliver widenings. We will assess the subsurface data and provide recommendations relative to embankment construction and slope stability. Our evaluation and recommendations will be presented in a written memo.

SCHEDULE

Based on current schedules, we can likely begin exploration work within about 1 month from authorization to proceed, while allowing time to obtain pertinent local and state road permits. Our geotechnical evaluation report preparation will require about 3 weeks after receipt of the pertinent proposed construction details.

BUDGET AND COMPENSATION

S.W.COLE will charge for our geotechnical engineering services and subcontracted test borings on an hourly rate basis according to the attached Fee Estimate (Attachment 1).

TERMS AND CONDITIONS

In accordance with our On-Call Agreement for Professional Services dated March 15, 2022 between Hoyle, Tanner & Associates, Inc. and S.W.COLE, we understand that you will issue a Task Order for this work.



22-1580 S
September 29, 2022
Revised December 7, 2023
Revised August 2, 2024

If you have any questions regarding this Proposal, please do not hesitate to contact us.
We look forward to being of assistance to you with this project.

Sincerely,

S. W. Cole Engineering, Inc.

Chad B. Michaud, P.E.
Principal Geotechnical Engineer
Executive Vice President

CBM:rec

Attachments: Budget Estimate

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.

Hoyle, Tanner & Associates, Inc.
(Company)

By: M. Low

Senior Vice President and Chief Operating Officer
(Title)

Date: May 6, 2025

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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

Attachment 2

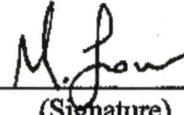
**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(b)(4)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

May 6, 2025

(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Senior Vice President and Chief Operating Officer and duly-authorized representative of the firm of Hoyle, Tanner & 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.

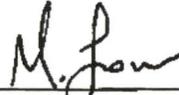
except as here expressly stated (if any):

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.

May 6, 2025

(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):

8/19/25
(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: [Signature]
Executive Administrator

Dated: May 6, 2025

CONSULTANT

By: [Signature]
Senior Vice President and Chief Operating Officer
(TITLE)

Dated: May 6, 2025

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: 8/19/25

THE STATE OF NEW HAMPSHIRE

By: [Signature]
Director of Project Development
Per DOT COMMISSIONER

Dated: 8/19/25

Attorney General

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

Dated: 10/21/25

By: [Signature]
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:
By: _____
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HOYLE, TANNER & ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 10, 1975. 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: 10883

Certificate Number: 0007196027



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of June A.D. 2025.

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

David M. Scanlan
Secretary of State

Corporate Resolution

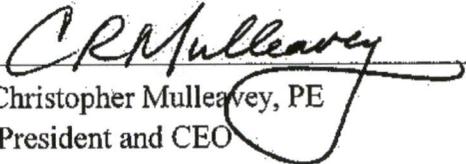
I, Christopher Mulleavey, PE, hereby certify that I am duly elected Officer of Hoyle, Tanner & Associates, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 24, 2025 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Matthew Low, PE, Senior Vice President and Chief Operating Officer is duly authorized to enter into contracts or agreements on behalf of Hoyle, Tanner & Associates, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: May 6, 2025

ATTEST:


Christopher Mulleavey, PE
President and CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/03/2025

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		CONTACT NAME: Stacy Verdo	
Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101		PHONE (A/C, No, Ext): (603) 689-3218	FAX (A/C, No): (603) 645-4331
		E-MAIL ADDRESS: manch.certs@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Fire Ins Co	NAIC # 19682
		INSURER B: Allmerica Financial Benefit	41840
		INSURER C: Hanover Ins Co.	22292
		INSURER D: MEMIC Indemnity Company	11030
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25-26All lines-Manchester **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZDVH087921	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> AUTOS ONLY			AWVJ661231	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHVH057400	10/01/2025	10/01/2026	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3102807127	05/01/2025	05/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	WC (3a.) States: AZ DE FL MA ME NH NY RI UT VA VT						

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

Project: Dover 42872 Contract, Rehabilitation or Replacement of Spaulding Turnpike Bridges 132/101 & 132/102 over NH 108. State of New Hampshire is included as additional insured with respects to the CGL as required by executed written contract with the above named insured. Notice of cancellation to certificate holder is 30-days, 10-days non-payment on CGL, BA & umbrella policies. Refer to attached policy forms

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Transportation PO Box 483 7 Hazen Drive Concord NH 03302-0483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



HOYLTAN-02

C.JOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2025

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 POLICY 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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Continental Casualty Company (CNA) A, XV 20443 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Hoyle, Tanner & Associates, Inc. 150 Dow Street Manchester, NH 03101	

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			AEH006161277	6/1/2025	6/1/2026	Per Claim Limit 5,000,000
A				AEH006161277	6/1/2025	6/1/2026	Aggregate Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

RE: Dover 42872 Contract, Rehabilitation or Replacement of Spaulding Turnpike Bridges 132/101 & 132/102 over NH 108
All coverages are in accordance with the policy terms and conditions. RE: Project No. 42872 \$75,000 Deductible, 30 Day Notice of Cancellation will be issued in accordance with policy terms and conditions.

CERTIFICATE HOLDER State of New Hampshire Department of Transportation PO Box 483 7 Hazen Dr 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 <i>Jared Maxwell</i>
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured - Primary and Non-Contributory

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL – GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT OR AGREEMENT – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to SECTION II – WHO IS AN INSURED:

Additional Insured – Written Contract, Agreement or Permit

a. Any person or organization as required by a written contract, agreement or permit to add as an additional insured on your policy is an additional insured but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, and only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy;
- (3) Your maintenance, operation or use of equipment leased to you; or
- (4) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" provided that:
 - (a) This Coverage Part provides such coverage; and
 - (b) The written contract, agreement or permit requires such coverage for the additional insured.

b. If the written contract or agreement specifically requires you to add an additional insured to your policy via endorsement CG 20 10 11 85, CG 20 10 10 93, CG 20 10 03 97, CG 20 10 10 01 or endorsement CG 20 37 10 01, then the words "caused in whole or in part by" in paragraph a. above are replaced by the words "arising out of".

c. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law.

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Is primary to and will not seek contribution from any other insurance available to such additional insured provided that:

- (a) The additional insured is a Named Insured under such other insurance; and

- (b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

d. This provision does not apply:

- (1) Unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".

- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

- (3) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.

- (4) To any lessor of equipment:

- (a) After the equipment lease expires; or

- (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(5) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or

other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in paragraph A.a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Attachment B – Dover 42872

The State and the Contractor acknowledge that RSA Chapter 21-I and Executive Order 14173 of January 21, 2025, place prohibitions on DEI initiatives and activities. To the extent any provision in this Contract conflicts with any applicable state or federal law, such provision is null and void.

Handwritten signature and initials in black ink, consisting of a stylized name above a circled set of initials.