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THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Commissioner

8  
DEC 17 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 Bridge Design  
September 2, 2025

**REQUESTED ACTION**

1. Authorize the Department of Transportation to **retroactively** amend Contract #4008152 with Hardesty & Hanover, LLC, Bedford, NH, Vendor #279057, for final design and associated environmental services for replacement of the existing bridge carrying NH Route 25A over Brackett Brook, in the Town of Orford, by extending the completion date from December 31, 2024, to October 9, 2027, effective upon Governor and Council approval.
2. Further authorize the Department to increase the fee from \$285,508 to \$455,614.81 in the amount of \$170,106.81, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on November 22, 2021, Item #34. 100% Federal Funds.

Funds are available in the following account for Fiscal Year 2026 and 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:

	<u>FY 2026</u>	<u>FY 2027</u>
04-096-96-963515-3054 Consolidated Federal Aid		
046-500463 Gen Consultants Non-Benefit	\$100,000	\$70,106.81

**EXPLANATION**

This item is **retroactive** due to limited staffing and higher priority needs which extended the time required to complete the contract.

On November 22, 2021, the Governor and Council authorized the subject agreement (Item # 34; copy of Resolution attached) in the amount of \$285,508 for preparing final design, contract plans, specifications, special provisions, estimates of quantities and costs, and construction services for the Orford 40366 construction project. The objective of the project is to replace the existing structure with a 57-foot single-span steel girder bridge.

The purpose of this amendment is to allow the consultant sufficient time and funding necessary to complete the design development of the initial contract, incorporate current labor rates to the original contract, as well as new tasks for recently implemented environmental regulations and construction support services for this red-listed bridge. The work is approximately 10-percent (10%) complete and of the original \$285,508 amount for this contract there is a balance of approximately \$257,414.65 remaining (100% Federal Funds).

This Agreement (Orford 40366) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above. 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.

Sincerely,

A handwritten signature in cursive script that reads "William Cass".

William J. Cass, P.E.  
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Commissioner

David Rodrigue, P.E.  
Assistant Commissioner

ORFORD  
X-A0004(371)  
40366  
Fee and Time Amendment  
(Agreement Dated August 26, 2021,  
Contract No. 4008152)

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

June 16, 2025

Ms. Kimberly Smith, PE  
Project Manager  
Hardesty & Hanover, LLC  
6 Bedford Farms Drive, Suite 100  
Bedford, NH 03110

Dear Ms. Smith:

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

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

Original Completion Date	December 31, 2024
By this letter, amended to	October 9, 2027

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by \$ 170,006.81 as payment for additional services by Hardesty & Hanover, LLC for additional effort associated with bridge design tasks to incorporate construction specific approaches, newly required environmental permitting, construction services specific to the bridge type, as well as an update of labor and indirect cost rates.

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

“The total amount to be paid under this AGREEMENT shall not exceed \$455,614.81, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT’S fee and manhour estimates of April 21, 2025,...”

Furthermore, this fee increase revises the amounts in Article II, Section A (General Fee) as follows:

- Increases the estimated amount of (1) Actual Salaries, costs applicable to actual salaries by \$66,048.56, from \$79,647.00 to \$145,695.56.

- Increases the estimated amount of (2) Overhead, costs applicable to the direct salary costs, salary burden and administrative costs attributable to overhead by \$80,952.84, from \$121,462.00 to \$202,414.84.
- Increases the amount of (3) fixed fee to cover profit and non-reimbursed costs by \$14,700.04, from \$20,111.00 to \$34,811.04.
- Increases the amount of (4) reimbursement for direct, out-of-pocket expenses, by \$300.00, from \$300.00 to \$600.00.
- Increases the amount of (5) reimbursement for actual cost of subconsultant McFarland-Johnson, Inc. by \$5,105.37, from \$63,988.00 to \$69,093.37.
- Adds an Indirect Cost Rate Reconciliation provision to the General Fee, in the amount of \$3,000.00 to allow for reimbursement of potential unpaid indirect costs, calculated at 2.5% of the direct labor total, should the DEPARTMENT owe the CONSULTANT, 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.

The above additional work and revised labor and indirect cost rates revises the total amount payable under this Agreement, which increases by \$ 170,106.81, from \$285,508.00 to \$455,614.81 by this amendment.

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

Sincerely,



David S. Smith, P.E,  
Project Manager



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

We concur in the above Amendment.

**HARDESTY & HANOVER, INC**

By: 

Title: Chief Executive Officer

DSS/kgm

**AGREEMENT AMENDMENT**

**ORFORD, X-A0004(371), 40366**

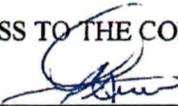
**HARDESTY & HANOVER, LLC**

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

**Consultant**

WITNESS TO THE CONSULTANT

CONSULTANT

By:   
Fanny Osorio, Senior Associate

By:   
Sean A. Bluni, Chief Executive Officer (Title)

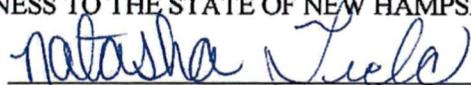
Dated: June 16, 2025

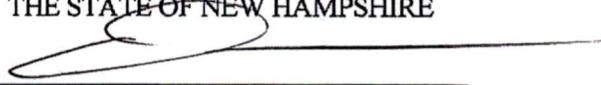
Dated: June 16, 2025

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: 

By:   
DAVID RODRIGUE, P.E.  
ASSISTANT COMMISSIONER  
DOT COMMISSIONER

Dated: 9/25/25

Dated: 9/25/25

**Attorney General**

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

Dated:  11/15/25

By:   
Assistant Attorney General

**Secretary of State**

This is to certify that the GOVERNOR AND COUNCIL on \_\_\_\_\_ approved this amended AGREEMENT.

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Secretary of State

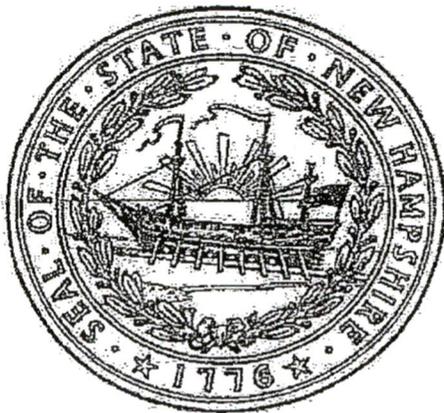
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HARDESTY & HANOVER, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on October 22, 2012. 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: 680637

Certificate Number: 0007199804



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

**Limited Partnership or LLC Certificate of Authority**

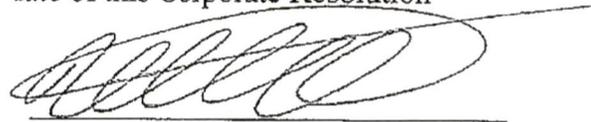
I, Keith R. Griesing, hereby certify that I am a Partner, Member or Manager  
*(Name)*  
of Hardesty & Hanover, LLC a limited liability partnership under RSA 304-B, a limited  
*(Name of Partnership or LLC)*  
liability professional partnership under RSA 304-D, or a limited liability company under  
RSA 304-C.

I certify that Sean A. Bluni is authorized to bind the partnership or LLC. I  
*(Contract Signatory)\**

further certify that it is understood that the State of New Hampshire will rely on this  
certificate as evidence that the person listed above currently occupies the position indicated  
and that they have full authority to bind the partnership or LLC and that this authorization  
**shall remain valid for thirty (30) days** from the date of this Corporate Resolution

**DATE:** June 16, 2025

**ATTEST:**

  
\_\_\_\_\_  
*(Name)*

Member  
\_\_\_\_\_  
*(Title)*

\* Note: The signatory to this Certificate of Authority and the signatory to the contract may not be the same individual.





**Attachment A – Orford 40366**

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.

*DMR*

*SAB*