

CLG



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



21

JAN 28 2026

William Cass, P.E.  
Commissioner

David Rodrigue, P.E.  
Assistant Commissioner

Michelle L. Winters  
Deputy Commissioner

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

Bureau of AMPS  
November 21, 2025

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an agreement with HDR Engineering, Inc., Town of Bedford, New Hampshire, Vendor #169983, for an amount not to exceed \$2,399,992.42, for services necessary for the continued development, implementation, and ongoing support for components of Advanced Digital Construction Management Systems (ADCMS) at NHDOT, effective upon Governor and Council approval through June 30, 2029. Funding Type (100% Federal Funds).

Funds are available in the following account for Fiscal Year 2026, and are anticipated to be available in Fiscal Years 2027, 2028, 2029, and 2030, upon the availability and continued appropriation of funds in future operating budget(s), with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

04-096-096-963515-3054	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
Consolidated Federal Aid			
046-500464 Gen Consultants Non-Benefit	\$480,000	\$480,000	\$480,000
	<u>FY 2029</u>	<u>FY 2030</u>	
	\$480,000	\$479,992.42	

**EXPLANATION**

On February 26, 2025, the Department received Governor and Council approval (G&C item #22), pursuant to RSA 14:30-a, VI, to accept and expend revenue in the amount of \$3,200,000 from an Advanced Digital Construction Management Systems (ADCMS) Grant from the United States Department of Transportation, Federal Highway Administration, for research, development, and implementation of digital delivery systems for highway construction projects in New Hampshire.

Thus, the Department requires services necessary for the continued development and implementation of ADCMS at NHDOT. Over the past several years NHDOT has advanced in the areas of 3D design, digital as-builts, data management, and the use of Global Positioning System (GPS) technology for survey and inspection. This effort is planned to continue those advancements while building an overall strategic framework and developing standards to ensure ongoing consistency. Throughout this effort, but

particularly in regard to the development of standards, participating in pilot projects, and for NHDOT training, there is extensive collaboration with NHDOT personnel expected and some on-site time.

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 ADCMS Services, Project #45096. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on September 12, 2024, 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 November 4, 2024. Shortlisted firms were notified on November 4, 2024, through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on December 12, 2024, using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. A compilation of the completed individual rating ballots and the ranking summary form is attached. The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short-listed firms were notified of the results, and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of two (2) consultant firms that were considered for this assignment, with the two (2) short-listed firms shown in bold, is as follows:

**Consultant Firm**

**Office Location**

HDR Engineering, Inc.  
WSP USA, Inc.

Bedford, NH  
Manchester, NH

HDR Engineering, 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.

HDR Engineering, Inc. has agreed to provide professional engineering services for an amount not to exceed \$2,399,992.42. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

This Agreement (ADCMS Services 45096) 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 Consultant 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,

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

William J. Cass, P.E.  
Commissioner

Attachments

**DESCRIPTION:**

One (1) Agreement, not to exceed \$2,400,000 over a 4-year term is needed to provide services necessary for the continued development and implementation of ADCMS at NHDOT.

**SERVICES REQUIRED: AMS, CE&I, PLAN, RDWY, STRC, SURV**

Rating Considerations	Scoring of Firms			
	W E I G H T	HDR Engineering, Inc.	WSP USA, Inc.	
Advanced Digital Construction Management Systems Services				
Comprehension of the Assignment	20%	18%	18%	
Clarity of the Proposal	20%	19%	16%	
Capacity to Perform in a Timely Manner	20%	18%	18%	
Quality & Experience of Project Manager/Team	20%	19%	18%	
Previous Performance	10%	9%	9%	
Overall Suitability for the Assignment	10%	9%	8%	
<b>Total</b>	<b>100%</b>	<b>92%</b>	<b>87%</b>	<b>0%</b>

Ranking of Firms: 1. HDR Engineering, Inc.  
2. WSP USA, Inc.  
3.

Rating Considerations	Scoring of Firms			
	W E I G H T	HDR Engineering, Inc.	WSP USA, Inc.	
Advanced Digital Construction Management Systems Services				
Comprehension of the Assignment	20%	19%	18%	
Clarity of the Proposal	20%	17%	15%	
Capacity to Perform in a Timely Manner	20%	18%	16%	
Quality & Experience of Project Manager/Team	20%	16%	17%	
Previous Performance	10%	7%	8%	
Overall Suitability for the Assignment	10%	9%	8%	
<b>Total</b>	<b>100%</b>	<b>87%</b>	<b>82%</b>	<b>0%</b>

Ranking of Firms: 1. HDR Engineering, Inc.  
2. WSP USA, Inc.  
3.

Rating Considerations	Scoring of Firms			
	W E I G H T	HDR Engineering, Inc.	WSP USA, Inc.	
Advanced Digital Construction Management Systems Services				
Comprehension of the Assignment	20%	20%	19%	
Clarity of the Proposal	20%	15%	12%	
Capacity to Perform in a Timely Manner	20%	17%	18%	
Quality & Experience of Project Manager/Team	20%	20%	18%	
Previous Performance	10%	9%	9%	
Overall Suitability for the Assignment	10%	10%	5%	
<b>Total</b>	<b>100%</b>	<b>91%</b>	<b>81%</b>	<b>0%</b>

Ranking of Firms: 1. HDR Engineering, Inc.  
2. WSP USA, Inc.  
3.

Rating Considerations	Scoring of Firms			
	W E I G H T	HDR Engineering, Inc.	WSP USA, Inc.	
Advanced Digital Construction Management Systems Services				
Comprehension of the Assignment	20%	20%	20%	
Clarity of the Proposal	20%	19%	18%	
Capacity to Perform in a Timely Manner	20%	20%	20%	
Quality & Experience of Project Manager/Team	20%	18%	18%	
Previous Performance	10%	9%	9%	
Overall Suitability for the Assignment	10%	10%	9%	
<b>Total</b>	<b>100%</b>	<b>96%</b>	<b>94%</b>	<b>0%</b>

Ranking of Firms: 1. HDR Engineering, Inc.  
2. WSP USA, Inc.  
3.

Rating Considerations	Scoring of Firms			
	W E I G H T	HDR Engineering, Inc.	WSP USA, Inc.	
Advanced Digital Construction Management Systems Services				
Comprehension of the Assignment	20%	19%	18%	
Clarity of the Proposal	20%	19%	17%	
Capacity to Perform in a Timely Manner	20%	18%	18%	
Quality & Experience of Project Manager/Team	20%	20%	17%	
Previous Performance	10%	8%	8%	
Overall Suitability for the Assignment	10%	8%	8%	
<b>Total</b>	<b>100%</b>	<b>93%</b>	<b>86%</b>	<b>0%</b>

Ranking of Firms: 1. HDR Engineering, Inc.  
2. WSP USA, Inc.

Rating Considerations	Scoring of Firms			
	W E I G H T	HDR Engineering, Inc.	WSP USA, Inc.	
Advanced Digital Construction Management Systems Services				
Comprehension of the Assignment	20%	18%	18%	
Clarity of the Proposal	20%	19%	17%	
Capacity to Perform in a Timely Manner	20%	16%	16%	
Quality & Experience of Project Manager/Team	20%	18%	17%	
Previous Performance	10%	7%	7%	
Overall Suitability for the Assignment	10%	8%	7%	
<b>Total</b>	<b>100%</b>	<b>86%</b>	<b>82%</b>	<b>0%</b>

Ranking of Firms: 1. HDR Engineering, Inc.  
2. WSP USA, Inc.  
3.

<b>T O T A L</b>	<b>R A N K</b>
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HDR Engineering, Inc.	1	1	1	1	1	1	6	1
WSP USA, Inc.	2	2	2	2	2	2	12	2
0								

**ADVANCED DIGITAL CONSTRUCTION MANAGEMENT SYSTEMS  
45096**

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## **ATTACHMENTS**

- A. **SCOPE OF SERVICES** prepared by HDR Engineering, Inc. dated July 16, 2025.

## **AGREEMENT EXECUTION ATACHMENTS**

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

**ADVANCED DIGITAL CONSTRUCTION MANAGEMENT SYSTEMS  
45096**

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

**PREAMBLE**

THIS AGREEMENT made this 16<sup>th</sup> day of December 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 HDR Engineering, Inc., with principal place of business in the City of Omaha, State of Nebraska, and local office at 5 Bedford Farms Drive, Suite 302, in the Town of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to develop and implement Advanced Digital Construction Management Systems (ADCMS) at NHDOT.

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 July 16, 2025, and Fee Proposal dated August 1, 2025. 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**

This project involves services necessary for the continued development and implementation of Digital Delivery at NHDOT. Digital Delivery is a process that emphasizes a single 3D model as the sole source of truth for the project. Everyone involved in an infrastructure project, including consultants, in house design, construction and contractors, use a single 3D model collaboratively allowing all disciplines to work together and reduce duplicative efforts. Through this project, NHDOT will outline a strategic direction and implementation plan for the continued advancement of Digital Delivery. A key goal is the development of NHDOT standards for digital delivery in survey, design, and construction.

The project will be managed at the NHDOT Headquarters, 7 Hazen Drive in Concord, NH and will primarily impact NHDOT personnel based at that location as well as field personnel in construction and survey located across the state. For this effort, consultants, engineers, and contractors working on projects for NHDOT selected for pilot efforts will be affected. Once fully implemented, digital delivery improves the ongoing design, construction, and maintenance of all major transportation projects at NHDOT.

#### **B. GENERAL SCOPE OF WORK**

The scope of work is structured to advance digital delivery at NHDOT through five (5) broad initiatives:

1. Development of Strategic and Implementation Plans
2. Development of Survey and Design Standards
3. Development of Construction Workflows and Standards
4. Enterprise Data Management for Digital Delivery
5. Partnership and Workforce Development

The work shall be as described in the CONSULTANT'S Scope of Services, Attachment A, and requires the development and refinement of survey and engineering standards as well as technical documentation. The following general tasks are anticipated with this project:

## ARTICLE I

1. Develop a Strategic Plan for Digital Delivery for NHDOT.
2. Develop an Implementation Plan for Digital Delivery at NHDOT.
3. Develop a Change Management Plan for Digital Delivery at NHDOT.
4. Develop an Engagement Plan for Digital Delivery at NHDOT.
5. Develop a Risk Management Plan for Digital Delivery at NHDOT.
6. Develop a Manual for Digital Survey Standards for NHDOT.
7. Develop Manuals of Digital Design Standards for Highways, Bridges, and other major elements of the transportation system in NH for NHDOT.
8. Develop Training Modules and deliver training to NHDOT personnel.
9. Develop Construction Inspection Standards for Digital Delivery at NHDOT.
10. Develop Post Construction Information Standards for Digital Delivery at NHDOT.
11. Develop and implement a Pilot Program to test and refine various standards and processes for Digital Delivery at NHDOT.
12. Develop and Enterprise Data Management Plan for Digital Delivery at NHDOT.

The CONSULTANT shall be responsible for developing the plans, manuals and other final products through an iterative process involving the DEPARTMENT, STATE, and other stakeholders identified throughout the process.

The CONSULTANT shall, when requested by the DEPARTMENT, render such assistance as required, including the preparation and explanation plans, manuals, and other final products, or at meetings or conferences held by the DEPARTMENT, as noted in Attachment A, for the duration of this contract. Meeting notes and conference memos shall be the responsibility of the CONSULTANT.

Plans, manuals, and other final products 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. Revisions that are recommended for DEPARTMENT manuals or standards to enhance compatibility with Digital Delivery shall be documented by the CONSULTANT.

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

## ARTICLE I

(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 shall ensure that a Licensed Professional Engineer and a Licensed Professional Land Surveyor for the State of New Hampshire review any recommendations for design or survey manual recommendations for Digital Delivery.

### **C. MATERIALS FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files of the current NHDOT design, survey, construction and other pertinent manuals, policies, or other documents as well as CAD/D standards
2. Access to a NHDOT SharePoint location for this project and credentials to login.
3. Access to the NHDOT CAD/D workspace with appropriate credentials

### **D. WORK SCHEDULE AND PROGRESS REPORTS**

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

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

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

The CONSULTANT shall report progress to the DEPARTMENT in conjunction with DEPARTMENT'S Standardized Invoicing process. Invoices are encouraged to be submitted monthly, and at a minimum they shall be submitted for each month when 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

## ARTICLE I

designs if included in the attached Scope of Work. The CONSULTANT will be expected to support their 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 if included in the attached Scope of Work.

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 as described in the attached Scope of Work.

### 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 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 under the "CAD/D Downloads" tab at CAD/D | Department of Transportation.)

**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

## ARTICLE I

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:**

All external NHDOT web content created under this AGREEMENT shall meet the accessibility requirements of the Americans with Disabilities Act (ADA) Title II: web content accessibility guidelines (WCAG) 2.1, level AA or Higher, as stated in the New Hampshire Information Technology Accessibility Policy.

Web content means the information and sensory experience to be communicated to the user: websites and pages, web apps, videos, documents, social media, etc., and mobile applications.

Compliance requirements can be found at Web Content Accessibility Guidelines (WCAG) 2.1. Additional resources can be found at Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments | ADA.gov

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.

### **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 documentation is accurate, checked, and thoroughly reviewed prior to each submission. DEPARTMENT staff will review the CONSULTANT'S

## ARTICLE I

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 June 30, 2029. (approximately forty-two (42) 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:

\$572,278.49

- 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 [Month, Day, Year], 161.23%, shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at:

\$922,684.61

- 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:

\$149,496.31

- 4) Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than \$200,000.00,

## ARTICLE II

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 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 \$200,000.00 shall be invoiced as direct expenses and do not require individual invoices.

Direct expenses are estimated at:

\$365,829.17

- 5) Reimbursement of costs for work performed by subconsultants with a subcontract value of \$200,000.00 or greater, including subconsultant invoiced direct salary, overhead, direct expense costs, and fixed fee. Subconsultants with a subcontract value of \$200,000.00 or greater require individual invoices.

Subconsultant expenses are estimated at:

\$375,396.88

- 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:

\$14,306.96

### **AGREEMENT NOT-TO-EXCEED TOTAL \$2,399,992.42**

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 \$2,399,992.42, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of 6,467 hours), except by agreement of all parties made after

## ARTICLE II

supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

### **B. LIMITATION OF COSTS**

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

### **C. 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.

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### D. **ANNUAL INDIRECT COST RATE SUBMISSIONS**

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

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

- Shall 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](mailto:DOT-InternalAudit@dot.nh.gov) or in writing.

### E. **RECORDS, REPORTS AND FINAL AUDIT**

The CONSULTANT shall maintain adequate cost records for all work performed under this

## ARTICLE II

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

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

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

## ARTICLE III

### **ARTICLE III – GENERAL PROVISIONS**

#### **A. HEARINGS, ETC.**

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

#### **B. CONTRACT PROPOSALS**

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

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### **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. The Consultant shall provide its services in accordance with the normal degree of care and skill of other reputable Engineers providing similar services on similar projects of like size and nature at the same time and in the same locale.

#### **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 5 Bedford Farms Drive, Suite 302, Bedford, NH 03110.

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

## ARTICLE IV

reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

### 2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

## **ARTICLE IV**

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 therefore, except as hereinafter provided:

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

## ARTICLE IV

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, 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. Any reuse or modification of such plans for purposes other than those intended by the Consultant herein shall be at the Department's sole risk and without liability to the Consultant.

### **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.

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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 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

## ARTICLE IV

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 to the extent 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 to the extent arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

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

#### 3. Insurance

##### a. Required Coverage

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

## ARTICLE IV

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 per claim and in the annual aggregate. If coverage is claims made, the coverage shall be kept in effect and 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 material 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 the 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

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remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

### 5. Construction of AGREEMENT

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

### K. AGREEMENT MODIFICATION

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

### L. EXTENSION OF COMPLETION DATE(S)

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

### M. 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

#### ARTICLE IV

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 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 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

## ARTICLE IV

STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

(7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

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

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

### **N. DOCUMENTATION**

The CONSULTANT shall document the results of the work pursuant to the professional standard of care. This shall include preparation of progress reports, plans, specifications, and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

### **O. 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

# SCOPE OF WORK



**Advanced Digital Construction Management Systems Services (ADCMS)  
Development, Implementation and Ongoing Support for ADCMS  
Scope of Work  
New Hampshire Department of Transportation**

## Project Description

The New Hampshire Department of Transportation (NHDOT) proposes the development and implementation of a statewide Digital Delivery Program. This project is based on the recently awarded Advanced Digital Construction Management Systems (ADCMS) grant application titled "Using Digital Project Delivery as a Catalyst for Recruitment and Retention at NHDOT". The project focuses on establishing digital workflows and essential survey, design, construction, and data standards for better information management. The project is based on five key components to establish a strong foundation for the use of digital delivery throughout New Hampshire. The project components include:

- Development of Strategic and Implementation Plans
- Development of Survey and Design Standards
- Development of Construction Workflows and Standards
- Enterprise Data Management for Digital Delivery
- Partnership and Workforce Development

This Scope of Work (SOW) has been prepared by HDR to assist NHDOT with the execution of the tasks listed in the ADCMS grant application.

## Client Information

New Hampshire Department of Transportation  
John O. Morton Building  
7 Hazen Drive, PO Box 483  
Concord, NH 03302-0483

## HDR Team

Prime Consultant: HDR Engineering, Inc. (HDR)

Subconsultants:

- Vanasse Hangen Brustlin, Inc. (VHB)
- Doucet Survey Inc. a SAM Company (SAM)
- EnvisionCAD (EC)

## General Project Assumptions

The proposed SOW was prepared based on HDR's judgement and experience with other State DOT's digital delivery efforts. However, adjustments to the SOW and budget allocation may be needed as the project progresses due to the complexity of the work and the overall timeline of the program. This SOW has been written as a phased approach for a multi-year contract. The initial phase is focused on Task 2 – Strategic Development, from which the findings of the



strategic and implementation plans will inform the SOW and overall schedule of Tasks 3 – 6. Updated proposed SOW for each year will be developed in conjunction with discussions with NHDOT digital delivery leads and activities identified in the Implementation Plan. HDR assumes parties involved in the Project have the availability to meet the schedule demands.

## **1.0 – Project Management and Meetings**

Project Management is expected for the entire 3.5-year (42 month) duration of the project which is anticipated to be from October 15, 2025 (NTP) to April 15, 2029 (Project Closeout). HDR will manage the project, its own resources, and subconsultants under contract with HDR and will be referenced as the HDR Team in this SOW. Project management will include allocation of resources to meet agreed-upon schedules and milestones, project progress compared to budget expenditure, and coordination with NHDOT project team members. Project management also includes time for the HDR Team's internal project coordination and meetings. HDR expects internal meetings to occur at least bi-weekly during active project activities.

### **1.1 – Initiation and Coordination with NHDOT**

The HDR Team will perform the following tasks as part of the Project Initiation and Coordination with NHDOT:

- Project startup and contract initiation to prepare a contract and subconsultant agreements.
- Coordination with NHDOT to identify additional activities (if any) or necessary modifications to the contract.
- Yearly coordination for potential modifications to the SOW based on project progression.

### **1.2 – Project Management**

The HDR team will perform the following activities under the Project Management Subtask.

#### **Coordination with Subconsultants**

The HDR Team will coordinate the approved project SOW with subconsultants, and track progress compared to approved budgets and schedules.

#### **Project Schedule Management**

The HDR Team will perform the following tasks as part of the Project Schedule Management.

- Prepare the initial project schedule for tasks.
- Update the project schedule monthly and submit it with the invoices.



### **Project Cost Management**

The HDR Team will manage project SOW and task costs for HDR and subconsultants and track costs compared to project progress and approved budgets.

### **Develop and Prepare Monthly Project Reports and Invoices**

The HDR Team will develop and provide monthly invoices and progress reports. The HDR prepared invoices will be in compliance with the NHDOT Standard Invoice Template and associated requirements. HDR will review subconsultant invoices prior to inclusion in the HDR Team invoice.

### **Project Coordination Meetings**

Several meetings will be required for coordination during the project. The following meetings are assumed under this task:

- One (1) Kickoff Meeting (in person).
- PM meetings with NHDOT Digital Delivery Lead every two weeks.
- Following the Implementation plan, coordination team meetings with NHDOT Digital Delivery Team and the HDR Team leads will be scheduled every two weeks.
- Up to 6 additional 1 hour quarterly meetings with Executive level presentations for status updates (virtual). These meetings may include updates of the updates on the Task 2.0 Plans.

Meetings for specific tasks, such as the gap analysis interviews, pilot project support, and training sessions are covered in subsequent tasks. Executive level presentations following specific deliverable submissions are covered in subsequent tasks.

### **Internal Project Management Plan and Quality Management Plan**

HDR will develop a Project Management Plan, including key contacts, organizational chart, safety requirements, and the project schedule, with a list of deliverables. This is an internal HDR document used to better manage schedule and budget. This is not a deliverable.

HDR will also develop a Quality Assurance/Quality Control Plan, including a schedule of QC reviews, identify required credentials for QC reviewers, and provide requirements for documentation of QC reviews. This is an internal HDR document used to manage project quality. This is not a deliverable.

### **Project Closeout**

HDR will coordinate closeout of the project, including satisfactory delivery of electronic files, reports, guidance documents, etc. HDR will provide NHDOT with original electronic copies and PDFs of guidance documents, training manuals, and presentations.



### Assumptions

- The anticipated project schedule is 42 months (October 15, 2025 (NTP) – April 15, 2029). Project reporting and invoicing, Quality Control Reviews and deliverable schedule have been estimated for 42 months.
- The project schedule will not be resource loaded.

### Deliverables:

- Project Schedule
- Monthly Invoicing
- Project Closeout Documents and Files

## 2.0 – Strategic Plan Development

HDR Team tasks and responsibilities under the Strategic Plan Development Task include the following subtasks:

1. Strategic Plan
2. Implementation Plan
3. Change Management Plan
4. Engagement Plan
5. Risk Management Plan

These subtasks align to but may not include all items of the Section 1 of the Scope of Work in Chapter 1 – Project Description of the NHDOT ADCMS Grant.

### 2.1 – Strategic Plan

The Strategic Plan will articulate NHDOT's long term vision and the guiding principles for digital transformation in project delivery. The plan will include strategic goals with measurable outcomes to monitor performance. The plan will be built upon elements identified in FHWA's Advancing BIM for Infrastructure: National Strategic Roadmap.

This task involves:

- The preparation of the document that will be delivered as the Strategic Plan for Digital Delivery. The HDR Team will develop a high-level strategic plan describing NHDOT's vision, mission, and objectives for the digital delivery program. The strategic plan will include focus areas to address gaps, and tactical (short term) and strategic (long term) goals. Prepare a digital delivery strategic roadmap that communicates the details of NHDOT's vision and objectives for the project
- This task will include meeting with NHDOT staff to define the project vision, mission, and goals.



## Assumptions

- Up to two facilitated virtual sessions will be held to workshop the overall vision, mission, and goals of a long-term program.
- NHDOT will identify their staff (and partner agencies if desired) to be involved in the sessions. HDR will provide recommendations and guidance on what Bureau and Agencies may benefit the sessions.
- Assume two rounds of review from NHDOT of the strategic plan, which will include the roadmap.
- Following the final review and delivery of the Strategic Plan, the HDR will prepare and conduct a one hour executive level virtual presentation.

## Deliverables

- Strategic Plan in PDF and MS Word format.
- 1 hour executive level presentation with PowerPoint slide deck

## 2.2 – Implementation Plan

The HDR Team will work closely with NHDOT digital delivery staff to create an Implementation Plan that provides recommendations for prioritizing activities, anticipated duration of activities and general level of effort, a risk assessment and associated mitigation strategies. HDR will use our experience in developing implementation plans for PennDOT, Oklahoma DOT, Iowa DOT, and Arizona DOT to provide efficiencies in developing the plan.

The plan will include the NHDOT vision, mission, focus areas, and desired outcomes. The plan will include information about key activities and milestones, as well as roles and responsibilities for each activity. The HDR Team will make recommendations about the development of standards and provide technology recommendations based on a current state evaluation.

The HDR Team will

- Review current manuals, guidelines, and specifications related to the design and construction of NHDOT transportation projects. We will document current practices and identify areas of improvement to enable successful implementation of digital delivery.
- Assess technology options, data architectures, and data storage and provide recommendations for technology adoption.
- Conduct in-person interviews with NHDOT personnel with an option for a virtual component. Interviews will validate the current workflows, document challenges, and concerns related to digital delivery. HDR will coordinate with NHDOT to identify the interview schedule and finalize the individuals / groups that will be interviewed. As a minimum, interview groups will include those responsible for the following areas: Roadway, Bridge, CADD, Traffic, Construction, Materials, Utilities, Survey, Traffic, Environmental, Geotechnical, Asset Management, IT, GIS, Turnpikes and District Offices.



- Create online industry surveys for industry partners such as consultants, contractors, and technology vendor base. Distribution can be done through ACEC and AGC distribution lists.
- Incorporate stakeholder input into the current assessment and implementation tasks within the Plan.
- Prepare an Implementation Plan Presentation for NHDOT Executive Level Leadership After the draft Implementation Plan has been reviewed by NHDOT and updated by the HDR Team.

The following outline is proposed for the implementation plan, which incorporates the elements listed in the ADCMS grant along with content based on the BIM maturity models:

Section	Topic	Content
0	Executive Summary	Foreword Executive Summary
1	Introduction	Overview Purpose and Objectives Digital Delivery Roles Program Advancement Vision/Mission/Goals Multi-Year Roadmap Alignment with Key Initiatives
	Current Assessment and Approach	Organizational Strategy Current State Readiness Assessment and Focus Areas Implementation Approach Key Success Factors Measuring Progress
2	Digital Delivery Implementation	Considerations for Implementation Technology Management and Data Integration Digital Delivery Use Cases Project Lifecycle Optimization Technical and Resource Support Risk Management Compliance
3	Implementation Tasks	Tactical and Strategic Goals



Section	Topic	Content
4	Pilot Project Approach	Pilot Project Deployment Overview Selection of Pilot Project Candidates Recommendations for Pilot Projects
5	Training and Technical Support	Digital Delivery Documentation Needs Training Plans and Modules Stakeholder Communication
A	Appendix A	Readiness Assessment Documentation
B	Appendix B	Digital Delivery Training Program and Tool Development Plan
C	Appendix C	Industry Survey Results
D	Appendix D	Technical Guidance Document Outlines Construction Management Guidance Digital Construction Inspection Standards
E	Appendix E	Future Plan Attachments: Change Management Plan Engagement Plan Risk Management Plan

#### Assumptions

- In person interviews will be conducted over a 2 day period with additional interviews to be conducted virtually. One national HDR representative and up to three local staff will attend the interviews.
- The final document will be prepared to include a Foreword by the Department's Commissioner, and an Executive Summary in addition to the technical sections.
- The main document will be limited to 60 pages including graphics and executive summary.
- Implementation Plan will have up to two rounds of NHDOT reviews for the initial deliverable.
- Appendices may vary based on the length of the document.

#### Deliverables

- Implementation Plan in PDF and MS Word format.
- 1 hour executive level presentation with PowerPoint slide deck



## 2.3 – Change Management Plan

The HDR Team will coordinate with NHDOT in developing a Change Management Plan that will provide a foundation for strategic, operational, and tactical changes that will result from the NHDOT Digital Delivery Program. The initial Change Management Plan will be separate from the Implementation Plan, with the intention of semi-annual updates and inclusion in the final Implementation Plan as an additional appendix.

The change management plan should clearly establish the strategy and tactics that NHDOT can use to engage with stakeholders to manage expectations and increase success of the digital delivery project deployment within the organization and with external partners (other agencies, design firms, construction contractors, etc.).

### Assumptions

- This task does not include the execution of activities defined in the change management plan.
- During the execution of this project, the change management plan will be evaluated semi-annually by HDR and NHDOT for updates.

Following the final review and delivery of the Change Management Plan, the HDR will prepare and conduct a one hour executive level virtual presentation. This presentation can be combined with the Engagement Plan Deliverables

- Change Management Plan in PDF and MS Word format.
- 1 hour executive level presentation with PowerPoint slide deck

## 2.4 – Engagement Plan

The HDR Team will coordinate with NHDOT in developing an Engagement Plan. This plan will be used by NHDOT and the HDR Team as a guide for communication with internal and external stakeholders. The initial Engagement Plan will be separate from the Implementation Plan but will be included in the final Implementation Plan document as an additional appendix.

Based on HDR's previous experience in managing the change that digital delivery brings, we recommend including the following elements in the plan:

- Identifying the stakeholder audiences such as internal NHDOT staff, consultants, contractors, other agencies, and FHWA.
- Creation of consistent and relevant messaging to each stakeholder audience.
- Recommending specific communication tools and techniques to reach those audiences, including the development or design of a digital delivery website. The digital delivery website will be NHDOT's responsibility to create and maintain.
- Setting up processes for comprehensive documentation of outreach efforts and results.
- Creating a visual identity for the program, including templates for word documents, presentations, graphics, and images.



The HDR Team will work with NHDOT to create a specific visual identity (branding) that can be associated with the resulting projects for the NHDOT Digital Delivery Program.

#### Assumptions

- Updates to the plan will be based on feedback gathered during project development, as needed.
- Visual branding will have two rounds of review with NHDOT leads.
- Following the final review and delivery of the Engagement Plan, the HDR will prepare and conduct a one hour executive level virtual presentation. This presentation can be combined with the Change Management Plan

#### Deliverables

- Engagement Plan in PDF and MS Word format.
- Visual Identity tool kit.
- 1 hour executive level presentation with PowerPoint slide deck

## 2.5 – Risk Management Plan

The HDR Team will develop a Risk Management Plan (RMP) based on risks identified through the implementation plan development and through a Risk Assessment Workshop. The Risk Management Plan will establish a framework for navigating the identified risks and unforeseen threats and contain mitigation strategies for the identified risks.

#### The HDR Team will

- Prepare and conduct an in-person risk assessment workshop with NHDOT staff and key stakeholders to identify risks/concerns NHDOT should consider during implementation.
- Analyzing and summarizing workshop feedback in a technical memorandum.
- Develop and collaborate with NHDOT staff to prepare and maintain a risk register based on the risks initially identified during the workshop.
- Develop an initial Risk Management Plan that will be separate from the Implementation Plan but will be included in the final Implementation Plan as an appendix.
- Present an overview of the risk register and management plan to attendees of the workshop.

#### Assumptions

- The NHDOT Digital Delivery Team will lead semi-annual reviews of the risk register to update and add additional risks and strategies.
- Risk Assessment Workshop will be scheduled after the acceptance of the Implementation Plan. The workshop will include a presentation of the implementation plan to stakeholders.



- Two national HDR staff and up to two local office staff will conduct the risk assessment workshop.

#### Deliverables

- Workshop materials and presentations
- Workshop technical memorandum
- Risk Register in MS Excel format.
- Risk Management Plan in PDF and MS Word format.

## 3.0 – Technical Requirements – Design

HDR Team tasks and responsibilities under the Technical Requirements - Design Task include the following subtasks:

1. Digital Survey Manual
2. Digital Design Standards Manual & CADD Standards
3. Training Module Development
4. Training

These subtasks align to but may not include all items of the Section 2 of the Scope of Work in Chapter 1 – Project Description of the NHDOT ADCMS Grant.

### 3.1 – Digital Survey Standards Manual

The HDR Team will develop a Digital Survey Manual outlining the processes and specifications relating to digital survey. The team will perform a detailed review of the current NHDOT Survey Technical Standards Manual. The review will focus on identifying supplemental digital survey content to be included in the Digital Survey Manual. Content will be focused on data collection and geodetic control of existing conditions to support digital delivery and Model as the Legal Document, specifically setting standards for geospatial positional accuracies, deliverables, and methods for survey data quality management.

#### Assumptions

- HDR assumes that NHDOT will provide an editable copy of their most recent existing Survey Technical Standards Manual in MS Word format.
- The HDR Team will work with NHDOT Survey Standards leads to identify if supplemental digital survey content will be a separate document or included in an update to the Survey Technical Standards Manual.
- An annotated outline will be provided for review and concurrence prior to development of the manual.
- The digital survey standards will maintain GIS interoperability with current and future practice.
- Digital Survey Standards Manual will have up to two rounds of NHDOT reviews.



## Deliverables

- Annotated outline of Digital Survey Manual.
- Digital Survey Manual in PDF and MS Word format.

### **3.2 – Digital Design Standards Manual**

The HDR Team will develop a comprehensive Digital Design Standards Manual and CADD Standards, starting with content related to roadway modeling. Subsequent content will be added for bridge, drainage, and other asset modeling aspects based on the roadmap timeline developed during the implementation plan. The HDR Team proposes for the manual to provide guidance on defining roles and responsibilities, digital delivery methods, and modeling standards based on project types.

The HDR Team recommends beginning with guidance documents from leading agencies, such as PennDOT, UDOT, and TxDOT, along with additional agencies that may have published guidance during this task. The team will work with NHDOT digital delivery and CADD leads to identify specific content to meet the specific areas of improvement listed in the ADCMS grant.

The following outline is proposed for the initial manual:

- Chapter 1. Introduction
- Chapter 2. Using Digital Delivery on NHDOT Projects
- Chapter 3. Common Data Environment Guidance
- Chapter 4. Model Development Concepts
- Chapter 5. Geospatial and Survey Integration
- Chapter 6. Design Milestone Modeling and CADD Standards
- Chapter 7. Quality Management Procedures
- Chapter 8. Construction Handover
- Chapter 9. Asset Information Standards
- Appendices
  - Model Element Breakdown Structure for Level of Development/Level of Information Need requirements
  - BIM Execution Plan Procedures
  - Digital Delivery Data Package

In addition to the manual, the HDR Team will review the current OpenRoads and OpenBridge workspace and provide a gap assessment document and recommendations. The HDR Team will review the recommendations with NHDOT CADD staff to determine additional build-out and optimization of the workspaces to accommodate future digital delivery workflows. The HDR Team will assist the NHDOT in configuring the workspace based on the recommendations.

## Assumptions

- The outline of the manual may be updated following the development of the Implementation Plan.



- The HDR Team will provide recommendations for CADD Documentation on improvements necessary for digital delivery workflows and modeling procedure needs.
- CADD standards documentation and updates will be separate documents linked in the manual. This documentation will be hosted by NHDOT on the digital delivery or CADD website.
- Content for the manual will be created in a phased approach by first focusing on creating guidance for roadway design. Additional phases will create content for disciplines such as bridge, drainage, utilities, and traffic.
- For each update or revision, the manual will have two rounds of NHDOT reviews. The document will be updated based on an agreed upon schedule for subsequent years.

#### Deliverables

- NHDOT Workspace gap assessment document in MS Word format.
- NHDOT upgraded ORD and OBM workspace.
- CADD Standards documentation in PDF and MS Word format.
- Digital Design Standards Manual and associated Appendices in PDF and MS Word format.

### **3.3 – Training Module Development**

The HDR Team will develop a series of training modules for the new manuals, guidelines, processes, and technology. The training modules will be categorized as (Type 1) Digital Delivery Methodology and Process Knowledge Base and (Type 2) Modeling Software and Skill Set Development. The modeling software will be focused on OpenRoads Designer (ORD), OpenBridge Modeler (OBM), and Infrastructure Cloud.

Modules will be developed as content is created based on the associated manuals and guidance documents.

#### Assumptions

- The team will review other State DOTs training materials or materials previously created by the HDR team as a starting point for developing NHDOT specific training modules.
- Final online training videos will have transcribed closed captioning.
- Deliverables will have up to two rounds of NHDOT reviews.
- The final topic list of modules will be developed as part of the Implementation Plan.
- The number of modules identified will not exceed 17.
- Duration of each Type 1 module not to exceed 2 hours of live or pre-recorded sessions.
- Duration of each Type 2 module not to exceed 3 hours of live or pre-recorded sessions.

#### Deliverables

- Training documents for each course, including training handouts, PowerPoint slides and speaking notes, as well as pre-recorded webinars for modules 1-6. Modules 7-17 will



include slides with pre-recorded videos of modeling software workflows and be conducted as live webinars or sessions.

Digital Delivery Methodology and Process Knowledge Base

- Module 1 – Digital Delivery Overview
- Module 2 – Project Development Data Management Concepts
- Module 3 – Modeling Standards
- Module 4 – Quality Management
- Module 5 – Project Development Milestone Submittals
- Module 6 – Overview of Digital Workflows for Project Lifecycle

Modeling Software and Skill Set Development

- Module 7 – Overview of ORD Modeling and Plan Production
- Module 8 – Survey Workflows
- Module 9 – ORD for Roadway Modeling Part 1
- Module 10 – ORD for Roadway Modeling Part 2
- Module 11 – OBM for Bridge Modeling Part 1
- Module 12 – OBM for Bridge Modeling Part 2
- Module 13 – ORD for Drainage
- Module 14 – ORD for Utilities
- Module 15 – Quality Management using Infrastructure Cloud
- Module 16 – Construction Management and Inspection for Digital Delivery
- Module 17 – Collection and Submittal of Digital Record Drawings

### 3.4 – Training

The HDR Team will work with NHDOT digital delivery leads to plan and facilitate the delivery of training to interdepartmental staff and pilot project teams using the training modules identified in Task 3.3. Training delivery options and example training matrix will be included in the Implementation Plan and used to help establish a training program and timeline.

Type 1 modules will be pre-recorded and will be used for live or self-directed training for interdepartmental staff and pilot project teams. A representative from the HDR Team will attend live showings (as noted in the assumptions below) to answer questions.

Type 2 modules will be used for Just-in-Time training for pilot projects. A training program will be established and tracked once the pilot projects are identified.

The HDR Team will:

- Assist NHDOT to establish a training program schedule for pilot projects based on the project timelines.
- Develop content and scripts for Type 1 modules. Pre-record Type 1 modules with voice overs.
- Record live Type 2 training sessions that can be used as refreshers or future training videos for new staff.



### Assumptions

- Modules will be hosted on a NHDOT digital delivery website that can be accessed by interdepartmental staff.
- Live sessions of Type 1 modules not to exceed 12 individual sessions (1 module per session).
- Live sessions of Type 2 modules for pilot projects not to exceed 22 individual sessions (1 module per session).
- Up to three HDR team representatives will be part of each of the live Type 2 training sessions.
- Future support for the training sessions will include time to meet with attendees to answer additional questions.

### Deliverables

- Schedule of training sessions.
- Recorded and edited live sessions of each module.

## 4.0 – Technical Requirements – Construction

HDR Team tasks and responsibilities under the Technical Requirements - Construction Task include the following subtasks:

1. Project Management and Construction Management Standards
2. Digital Construction Inspection Standards
3. Post Construction Information Handover Standards

These subtasks align to but may not include all items of the Section 3 of the Scope of Work in Chapter 1 – Project Description of the NHDOT ADCMS Grant.

### **4.1 – Project Management and Construction Management Standards**

The HDR Team will develop a guidance document for managing a digital project that allows for the design intent to be maintained through the preconstruction, bid letting, and construction phases of a project. This document will provide project management and contract management procedures related to digital delivery projects, including updated work breakdown code needs, procurement language, and new workflows related to data exchanges between stakeholders.

This task will include working with NHDOT staff to develop guidance for procurement language and work breakdown codes for contract agreements (Designer Consultant including DSDC, CEI Consultants, and Construction Contracts) with digital delivery requirements, including but not limited to the addition of specialized staff (such as model managers) to be added to digital delivery projects, use of modeling standards, and file type deliverables.

This task will also include working with NHDOT construction staff to prepare proposed language for construction special provisions specific to digital delivery expectations and requirements for



construction. The HDR Team will review NHDOT specifications and identify where additional language can be added, or where new special provisions will need to be created.

#### Assumptions

- An outline of the standards document will be provided as part of the Implementation Plan.
- NHDOT will provide contract agreement's current template, including work breakdown structure codes.
- Updates to the procurement language will be limited to the initial pilot project types (e.g. roadway, earthwork, bridge) based on the Implementation Plan findings.

#### Deliverables

- Project Management and Construction Management Standards document in PDF and MS Word format.

### **4.2 – Digital Construction Inspection Standards**

The HDR Team will develop a comprehensive set of digital delivery guidance specifically for Construction Engineering and Inspection. This task involves reviewing current Construction Inspection procedures and activities and documenting a data flow between various stakeholders involved in the processes. HDR will:

- Define current roles and responsibilities for inspection staff.
- Review the current construction manual to identify areas of the document affected by digital delivery.
- Make recommendations for the adoption of tools (software and mobile apps) to perform activities to meet the needs of construction tolerances.
- Identify guidance and data flows for the consumption of data from e-tickets into NHDOT project management and materials management modules.

#### Assumptions

- An outline of the Construction Inspection Standards manual will be provided as part of the Implementation Plan.
- The HDR Team will work with NHDOT staff as they procure specific GNSS rovers and identify procedures to utilize the technology in the manual.

#### Deliverables

- Digital Construction Inspection Standards manual in PDF and MS Word format.

### **4.3 – Post Construction Information Handover Standards**

The HDR Team, in consultation with NHDOT Digital Delivery Team and asset stewards will develop information requirements for the collection of digital as-builts using modern surface techniques. Information requirements developed will be aligned with the Roadway Data



Inventory and Field Collection Manual and other asset specific guides. The technical memorandum will include guidance for the Construction to Asset Management data exchange.

#### Assumptions

- The HDR Team will use the current Roadway Data Inventory and Field Collection Manual as the starting point for identifying the asset classes and objects to be collected as digital as-builts. Additional asset specific guides such as culverts and closed drainage, pavement, guardrail, and retaining walls, will also be reviewed.
- The HDR Team will use the Minnesota DOT (MnDOT) and the Colorado DOT (CDOT) digital as-built specifications as a starting point to develop NHDOT's digital as-built specifications. Additional agency specifications may be available at the time this task begins.
- The HDR team will coordinate with NHDOT and meet with Maine DOT to identify how the DIRIGO 2030 project deliverables can assist NHDOT digital as-built program. (Assume 3 virtual meetings with both DOTs).

#### Deliverables

- Technical memorandum for Information Requirements for Digital As-built Construction Specification.

## 5.0 – Pilot Program

HDR Team tasks and responsibilities under the Pilot Program Task include the following subtasks:

1. Development of Pilot Program
2. Implementation of Pilots

These subtasks align to but may not include all items of the Implementation Pilots subsection of Section 3 of the Scope of Work in Chapter 1 – Project Description of the NHDOT ADCMS Grant.

### 5.1 – Development of Pilot Program

To assist NHDOT with identifying BIM use cases for pilot projects, HDR will develop selection criteria and pre-requisites for piloting digital delivery elements based on the three key pilot types outlined in the ADCMS grant along with bridge and structures:

- Highway Reconstruction
- Rural Road Safety Improvement
- Collaboration and Training
- Bridges and Structures

To provide repeatability and scalability, the pilot project initiatives will be designed to evaluate very specific use cases and increase complexity as the program progresses. This iterative piloting approach will help control the pace of change, which is needed for stakeholder buy-in.



During this task, the HDR Team will work with NHDOT Digital Delivery lead and champions to

- Develop selection criteria, use cases, and desired outcomes for pilot projects.
- Identify digital delivery procedures and guidelines needed to be developed to support each key pilot type.

Assumptions:

- NHDOT Digital Delivery Team will select up to 3 pilot projects that meet the selection criteria.

Deliverables:

- Technical memorandum providing guidance on the criteria of selection pilot projects.

## 5.2 – Implementation of Pilots

This task involved technical support being provided to the NHDOT pilot project teams throughout the duration of the program. The HDR Team will assist the NHDOT Digital Delivery Team through:

- Plan and facilitate a kickoff meeting for each of the 3 pilot projects to explain the digital delivery process for their specific project and to answer questions the team may have. The HDR Team will prepare and deliver a detailed agenda describing the key topics of discussion and links to key documentation (e.g. digital design standards manual, videos, training)
- Plan and facilitate one (1) hour coordination meetings to discuss progress and answer technical questions from the pilot project teams. The HDR Team will prepare and deliver a detailed agenda describing key topics of discussion.
- Create a pilot project dashboard and schedule and collect information about pilot projects and action items from coordination meetings.
- Perform model integrity reviews to assess the quality of the models at each milestone and provide a written technical memorandum summarizing the outcomes of the review to be discussed at the coordination meetings.
- Setup of model review sessions using NHDOT's instances (licensing) of Infrastructure Cloud for interdepartmental staff. The HDR Team will "bring their own licenses" of Infrastructure Cloud.
- Capture lessons learned, recommended best practices, and make recommendations for updating the manuals and guidance documents.
- Conduct after action reviews at key milestones with stakeholders such as with pilot project teams after design, NHDOT staff after quality management reviews, and contractors and inspectors after the end of construction. After action reviews are interviews to gather information and assess the outcome of the activity.

Assumptions

- NHDOT will set up Microsoft Teams meetings and send invitations to all participants.



- Content to be used for each meeting will vary based on the agenda topics and may range from an annotated agenda to PowerPoint slides if presenting content. It is assumed that if training/recommended best practices are discussed during the meetings, the HDR Team will use the material to update or continue to develop training materials in Task 3.3.
- Coordination meetings will not exceed 48 one-hour meetings (16 meetings for each pilot project).
- Training sessions for pilot project teams are conducted under Task 3.4 above.
- Pilot project teams will be using the design authoring software (e.g. ORD and OBM) and associated workspaces based on the Digital Delivery Standards Manual and CADD Standards.

#### Deliverables

- Meeting agendas and notes for each meeting.
- Pilot project dashboard.
- Milestone model integrity review technical memorandums.
- After Action Reviews for model-based design reviews, advertisement activities, and construction.

## 6.0 – Enterprise Data Integration of Systems

HDR Team tasks and responsibilities under the Enterprise Data Integration of Systems Task include the following subtasks:

### 1. Enterprise Data Management Plan

This subtask aligns to but may not include all items in Section 4 of the Scope of Work in Chapter 1 – Project Description of the NHDOT ADCMS Grant.

### 6.1 – Enterprise Data Management Plan

The primary goal of this task will be to build a foundation and framework for an “Enterprise Data Office” that promotes systematic consideration and integration of systems.

As a part of this task, HDR will:

- Prepare a framework to show the data flow across the project delivery life cycle (including changes/additions based on AssetWorks implementation).
- Discuss existing data governance/data management efforts and vision. This will help prepare the foundation for the Enterprise Data Office.
- Prepare an improvement plan (to be implemented during year 2).

#### Prepare a data flow framework

As a part of this task, HDR will conduct discussions with stakeholders in different departments (including planning, design, construction, maintenance, operations, and asset management) to understand their current data practices and needs. This will include discussing current software



tools in use, data sharing with other departments, roles and responsibilities and existing data standards.

Based on this information, HDR will prepare a data flow framework that will include the following elements:

- A high-level project delivery process from planning to operations and maintenance
- Owner department of each phase.
- Typical data elements created/collected and used during each phase (that are relevant to other phases and departments).
- The software tools in use for those key data elements, including data and asset records storage location.
- A high-level view of groups/departments that need access to the data, and
- Data standards that are available or to be developed for each phase.

This framework will form the baseline for future data flow improvements.

#### **Discuss existing data governance and data management efforts within NHDOT**

As a part of this task, we will discuss existing data governance and data management (including data quality review) initiatives that NHDOT may have undertaken/considered. This includes:

- Reviewing whether there is a clear view of data governance and its benefits, and the associated roles and responsibilities (including a vision for the enterprise data office).
- Discussing data management and data quality protocols in place for different data sources/in different software applications (with a focus on digital delivery data flow).

#### **Prepare data management improvement plan**

Based on the data flow framework and data governance vision, HDR will prepare an improvement plan that NHDOT will implement in the 2<sup>nd</sup> year, which will likely lead to restructuring recommendations, such as an enterprise data office. These recommendations will include clear roles and responsibilities which can be assigned to current or future staff.

#### **Assumptions**

- Assuming up to 20 meetings with up to 4 stakeholders in each meeting to discuss current process, data flow, standards, roles, and the software tools in use.
- One validation session to review findings (up to 2 hours, virtually).
- One session to review the data flow framework (up to 2 hours, virtually).
- One session to validate current data governance/management (up to 2 hours, virtually).
- One session to review enterprise data office vision (up to 2 hours, virtually).
- One session to discuss and review data management/data office recommended best practices (up to 3 hours, in virtually).
- One session to review improvement plan (up to 2 hours, in virtually).



## Deliverables

- Data flow framework.
- Data governance findings and recommendations.
- Improvement plan/roadmap.
- 1 hour executive level presentation with PowerPoint slide deck

Attachment 1

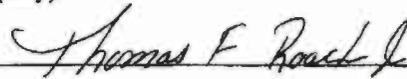
**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF  
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO  
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

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.

HDR Engineering, Inc.

(Company)

By:



Thomas F. Roach, Vice President

(Title)

Date: November 12, 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.

November 12, 2025

(Date)

*Thomas F. Roach II*

(Signature)

Attachment 3

**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

I hereby certify that I am the Vice President and duly-authorized representative of the firm of HDR Engineering, 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.

November 12, 2025

(Date)

Thomas F. Roach II

(Signature)

**CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION**

I hereby certify that I am the Commissioner 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):

12/31/25  
(Date)

William Carr  
(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.

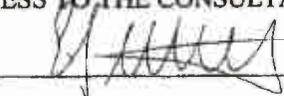
The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment 6

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

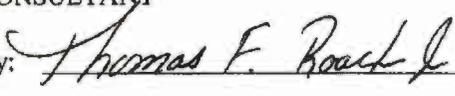
**Consultant**

WITNESS TO THE CONSULTANT

By:   
Erik Stoothoff, Associate Vice President

Dated: November 12, 2025

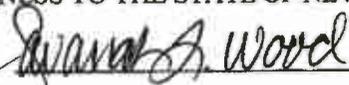
CONSULTANT

By:   
Thomas F. Roach, Vice President  
(TITLE)

Dated: November 12, 2025

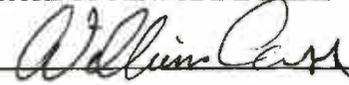
**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By:   
Savannah Wood Program Specialist II

Dated: 12/16/25

THE STATE OF NEW HAMPSHIRE

By:   
William Cass  
DOT COMMISSIONER

Dated: 12/16/25

**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: 1/6/2026

By:   
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 HDR ENGINEERING, INC. is a Nebraska Profit Corporation registered to transact business in New Hampshire on June 17, 1985. 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: 84977

Certificate Number: 0007325007



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of November A.D. 2025.

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

David M. Scanlan  
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

**Corporate Resolution**

I, Elizabeth C. Hoffman, <sup>Assistant</sup> hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
HDR Engineering, Inc.. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on September 7, 20 25  
by Consent and Agreement  
~~at which a quorum of the Directors/shareholders were present and voting.~~

Thomas F. Roach,  
**VOTED:** That Vice President (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

HDR Engineering, Inc. with the State of New Hampshire and any of  
(Name of Corporation )

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: November 12, 2025

ATTEST: Elizabeth C. Hoffman  
(Name & Title)  
Elizabeth C. Hoffman, Assistant Secretary





AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: 45096 - Advanced Digital Construction Management Systems

Additional Insured: STATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Location(s):**

**All locations owned by or rented to the Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: TB2-641-444950-035

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Construction Project(s):

**All construction projects not located at premises owned, leased or rented by a Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location And Description Of Completed Operations

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB2-641-444950-035  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

As required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-045  
Issued by: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-015  
\$

Effective Date 06/01/2025

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-035  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-045  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
<b>As required by written contract or agreement</b>		<b>30</b>

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-015 Effective Date 06/01/2025

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.