



6 - 6/17/26

The State of New Hampshire
Department of Transportation



David Rodrigue, P.E.
Commissioner

Susan M. Klasen, 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 Highway Design
May 15, 2026

Requested Action

Authorize the Bureau of Highway Design to enter into an Agreement with Weston & Sampson Engineers, Inc., Manchester, New Hampshire, for an amount not to exceed \$740,679.19, for Preliminary Design Engineering Services for bridge rehabilitation or replacement in the Town of Exeter, New Hampshire, effective upon Governor and Council approval through March 30, 2029.

100% Federal Funds.

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

	FY 2027	FY 2028	FY 2029
04-096-96-963515-3054 Consolidated Federal Aid			
046-500464 Gen Consultants Non-Benefit	\$250,000	\$250,000	\$240,679.19

Explanation

The Department requires preliminary design, public involvement process, final design, and associated environmental services for rehabilitation or replacement of the existing bridge carrying NH 108 over the Exeter River (Br. No. 089/045) in the Town of Exeter, NH. Constructed in 1935, 3-span, 122-foot long, Concrete Tee Beam with Concrete Deck bridge with a total width of 28.2 feet and a curb-to-curb width of 24.0 feet. Approach roadway width is 24.0 feet This agreement is included in the State’s Ten-Year Transportation Improvement Plan (Exeter 44410).

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 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 Exeter 44410, Preliminary Design. The assignment was listed as a “Project Soliciting for Interest” on the Department’s website on March 5, 2025, 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 April 10, 2025, for consideration. On April 16, 2025, four shortlisted firms were notified through a technical “Request for Proposal” (RFP). Committee members individually rated the firms on May 22, 2025 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 four shortlisted firms, and the Committee’s ranking was submitted to the Assistant Commissioner. On May 22, 2025, 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 twenty (20) consultant firms that were considered for this assignment, with the four (4) short-listed firms shown in bold, and the selected firm in bold italics, is as follows:

Consultant Firm	Office Location
AECOM Technical Services, Inc.	Manchester, NH
BETA Group, Inc.	Manchester, NH
BSC Group	Boston, MA
CDM Smith, Inc.	Manchester, NH
Fuss & O’Neill	Manchester, NH
GM2 Associates, Inc.	Concord, NH
Greenman-Pedersen, Inc.	Bedford, NH
Green International Affiliates, Inc.	Tewksbury, MA
HDR Engineering, Inc.	Bedford, NH
HNTB Corporation	Bedford, NH
Howard Stein Hudson	Boston, MA
Kleinfelder Northeast Inc.	Manchester, NH
McClure Engineering Co.	Portsmouth, NH
McFarland-Johnson, Inc.	Concord, NH
Mott MacDonald, Inc.	Boston, MA
TEC, Inc.	Hampton, NH
The Turner Group	Concord, NH
Vanasse Hangen Brustlin, Inc.	Bedford, NH
<i>Weston & Sampson Engineers, Inc.</i>	<i>Manchester, NH</i>
Wright-Pierce	Portsmouth, NH

The firm of Weston & Sampson Engineers, Inc. was recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services.

Weston & Sampson Engineers, Inc. has agreed to furnish the professional engineering services for an amount not to exceed \$740,679.19. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project

funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

This Agreement (Exeter 44410) 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 blue ink, appearing to read 'David Rodrigue', with a long horizontal stroke extending to the right.

David Rodrigue, PE
Commissioner

Attachments

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ATTACHMENTS

- A. **EXETER 44410 PRELIMINARY DESIGN SCOPE OF WORK** Prepared by Weston & Sampson Engineers, Inc. dated February 26, 2026
- B. DEI ACKNOWLEDGEMENT
- C. CONFIRMATION OF INSURANCE COVERAGE

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

EXETER
X-A005(480)
44410
PRELIMINARY DESIGN

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 15th day of MAY in the year 2026 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 Weston & Sampson Engineers, Inc., with principal place of business at 150 Dow Street, Tower 4, in the City of Manchester, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to rehabilitate or replace the existing bridge carrying NH 108 over the Exeter River (Br. No. 089/045) in the Town of Exeter, NH. Constructed in 1935, 3-span, 122-foot long, Concrete Tee Beam with Concrete Deck bridge with a total width of 28.2 feet and a curb-to-curb width of 24.0 feet. Approach roadway width is 24.0 feet.

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 February 26, 2026, and Fee Proposal dated April 1, 2026. 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 rehabilitation or replacement of the existing bridge carrying NH 108 over the Exeter River (Br. No. 089/045) in the Town of Exeter, NH. Constructed in 1935, 3-span, 122-foot long, Concrete Tee Beam with Concrete Deck bridge with a total width of 28.2 feet and a curb-to-curb width of 24.0 feet. Approach roadway width is 24.0 feet.

B. GENERAL SCOPE OF WORK

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

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

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

1. Develop and evaluate roadway and intersection alternatives.
2. Preliminary design of roadways, intersections, traffic features, bridges and other necessary design elements.
3. Evaluation of existing bridge structures.

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

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

The CONSULTANT shall be responsible for the preparation of complete preliminary designs, including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates, and documents for required submissions to the DEPARTMENT, the Federal Highway Administration, and/or any other STATE or Federal agency, that may be required.

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

The CONSULTANT shall, when requested by the DEPARTMENT, render such assistance as required, including the preparation and explanation of sketches and plans for, or at, any meetings or

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conferences held by the DEPARTMENT. Meeting notes and conference memos shall be the responsibility of the CONSULTANT.

Designs shall conform to the current standards, specifications, policies, and guidelines enumerated in the Federal Aid Policy Guide, Subchapter G, Part 625, or to 23 Code of Federal Regulations, Part 625 and the DEPARTMENT'S standards, including published Design Manuals, Guidelines, Directives and Design Memoranda, and the most current Standard Plans for Road Construction, except as otherwise approved.

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

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

C. MATERIALS FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in US Customary units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:
 - a. Any available electronic topographical mapping within the project area shall be provided along with any pertinent electronic supporting information (survey field notes, ASCII point file, SDR data files, etc.).
 - b. Electronic drawings in MicroStation format of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
2. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the CONSULTANT'S Right-of-Way Boundary (e.g. existing right-of-way layout per record plans, property lines to a tax map level, parcel owners, title abstracting,

ARTICLE I

etc.) will be provided by the DEPARTMENT in MicroStation format for incorporation into the plans by the CONSULTANT.

3. Plans of prior highway and bridge construction projects within the project limits, as available.
4. The location of all existing and proposed utilities through direct contact with the various utility companies.
5. Geotechnical investigations and recommendations, if available: Electronic files of the Environmental resource data collected in previous studies.
6. Crash data within the study area, if applicable.
7. Traffic count data, if applicable.
8. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).
9. Latest bridge inspection reports, if applicable.
10. Conceptual design and layout of highway lighting (temporary and permanent), if available and applicable.
11. Conceptual design and layout of ITS features, if applicable.

D. WORK SCHEDULE AND PROGRESS REPORTS

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

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

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

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

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

The submissions shall be in accordance with the attached Scope of Work. Each submission shall be supplemented with such drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts and designs. The CONSULTANT

ARTICLE I

will be expected to support their design proposals and any issues resulting from review by the DEPARTMENT or in the public participation phase (including agency coordination), with alternative studies and reasonably itemized cost comparisons for alternate concepts.

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

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

F. **DELIVERABLES**

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

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

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

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

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.

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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:

- 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 design and supporting documentation is accurate, checked, and thoroughly reviewed prior to each submission. DEPARTMENT staff will review the CONSULTANT'S submissions to ensure that DEPARTMENT objectives are being met and standard practices and

ARTICLE I

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 March 30, 2029 (approximately 30 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:

\$150,075.20

- 2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending December 27, 2024, 178.32% shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at:

\$267,614.10

- 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: \$41,768.93

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

ARTICLE II

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

Direct expenses are estimated at:

\$277,469.08

- 5) 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:

\$3,751.88

AGREEMENT NOT-TO-EXCEED TOTAL \$740,679.19

The amount payable under categories 1), 2), and 4) 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 \$740,679.19, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of 4,216 hours), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

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

ARTICLE II

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.

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:

- 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:

ARTICLE II

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

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

E. RECORDS, REPORTS AND FINAL AUDIT

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to 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.

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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.

B. REVIEW BY STATE AND FHWA – CONFERENCES – INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 150 Dow Street, Tower 4, Manchester, NH 03101.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

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

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

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

G. SUBLETTING

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

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

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

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I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. Professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible), and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public, or any member thereof, a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

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5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

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

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the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.

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

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

EXETER

44410

PRELIMINARY DESIGN

SCOPE OF WORK

FEBRUARY 26, 2026



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DESCRIPTION OF PROJECT

Services for this project include bridge and roadway preliminary design, environmental services, and public involvement support to evaluate rehabilitation or replacement alternatives of the Route 108 bridge over the Exeter River (Bridge No. 089/045) in the town of Exeter, NH. The proposed improvements will address the bridge's existing deficiencies including structural, deck geometry, and railing system as well as incidental roadway construction required to improve safety by providing bridge and approach roadway shoulders and improve stormwater quality.

Bridge No. 089/045 is located in the town of Exeter, NH, carrying NH Route 108 over the Exeter River. This project will extend its service life through either rehabilitation or replacement of the existing structure.

SCOPE OF WORK

Weston & Sampson Engineers, Inc. (Weston & Sampson) will hereby be referred to as the CONSULTANT and the State of New Hampshire Department of Transportation will hereby be referred to as the DEPARTMENT.

GM2 Associates, Inc. (GM2), a subconsultant to Weston & Sampson, is providing environmental review, documentation process, permitting support and Right of Way base plan preparation.

Headwaters Consulting, LLC (HC), a subconsultant to Weston & Sampson, is providing Hydrology and Hydraulics, scour analysis and countermeasure design and stream crossing assessment and recommendations.

Preservation Company (PC), a subconsultant to Weston & Sampson, is providing Historical Resource services.

Independent Archaeological Consulting, LLC (IAC), a subconsultant to Weston & Sampson, is providing Archaeological services.

Standard tasks listed below as (NIC) (Not in Contract) are not included in this scope of work.

Tasks to complete include:

1.0 EXISTING CONDITIONS

1.1 Review of Previous Plans/Existing Information

The CONSULTANT will compile and review available existing plans and records relevant to the project including but not limited to survey, mapping, traffic, existing signal timings, utility, drainage, and bridge information where appropriate.

1.2 Field Reconnaissance

The CONSULTANT will perform a desktop review and conduct a comprehensive field reconnaissance to evaluate existing conditions including general layout, geometry, topography, drainage, structures, facilities, amenities, site access, etc., and observe existing traffic flow patterns, traffic operational issues, pedestrian and bicycle activity, physical site characteristics, land use, environmental issues, utilities, and other issues that could affect the outcome of the project. The field visits will be conducted to ensure that

the existing conditions are consistent with the mapping for the level of design being performed. Significant features (e.g., utilities, drainage, culverts, bridges, walls, transmission lines, etc.) will be identified. The CONSULTANT will take “before” photos for future reference.

1.3 Traffic Data Collection (NIC)

The CONSULTANT will utilize vehicle traffic volume counts taken from the NHDOT MS2 Traffic Count website at the following locations.

- a. Roadway Segment Volume Counts Route 108 adjacent to the project site noted at station Location ID 82153057.
- b. Turning Movement Counts (NIC)
- c. Origin-Destination Survey (NIC)

1.4 Base Year Traffic Operational Volumes (NIC)

Using the data collected under Task 1.3 the CONSULTANT will develop base year traffic networks [specify time periods, e.g., weekday AM, Midday, PM, Saturday, etc.] The traffic data will be adjusted to reflect s.[specify condition, e.g., average month, peak month, 30th high hour, etc.]. The CONSULTANT will submit the developed traffic volume networks to the DEPARTMENT for review.

1.5 Base Year Traffic Operational Analysis (NIC)

The CONSULTANT will conduct traffic operational analyses for the study area intersections [specify the number of intersections, highway segments, ramps, and analysis conditions] using [specify the software/version, e.g., Synchro/Sim Traffic version 8, etc.].

1.6 Crash Data and Safety Analysis

The CONSULTANT will request crash data from the DEPARTMENT for the study area. The period of crash data analysis will be determined in coordination with the DEPARTMENT but is anticipated that 10 years of data will be made available. The crash data will be analyzed for the study area to determine crash patterns, crash issues, and identify pedestrian and bicycle related crashes and summarized in a table.

1.7 Floodplain and FEMA data collection - HC

The CONSULTANT will identify regulatory floodways and 100-year floodplain zones in the study area using National Flood Insurance Program (NFIP) maps and/or information developed by the Federal Emergency Management Agency (FEMA) and/or the state of New Hampshire. Information gathered will include FEMA flood flows, inundation mapping, and river profiles for each waterway within the project area. In addition, the CONSULTANT will prepare and submit a request to the FEMA Engineering Library for backup data from the 2018 Letter of Map Revision (LOMR) which revised the flood profiles and inundation mapping within and adjacent to the project area. It is assumed that this backup data will include HEC-RAS geometry, flow, and plan files from the 2018 LOMR.

1.8 Bridge Data Collection

- a. Bridge Record Review and Site Visit

The CONSULTANT will review existing bridge plans, inspection reports, photos, records, and other available documentation. The CONSULTANT will perform a site visit to review existing conditions and inspect the area for construction access and, if required, access for detailed inspection. This

field visit is assumed not to be combined with the Field Reconnaissance visit described in Section 1.2.

During the site visit, the bridge and its surroundings will be reviewed in accordance with Chapter 2 of the NHDOT Bridge Design Manual, including:

- Field verification of existing plans information.
- Review survey base plan for accuracy and completeness.
- Visual inspection of the entire bridge deck for wearing surface cracking and observed delaminated areas and map locations.
- Measure expansion joint openings.
- Inspect the bridge deck soffit for cracking, spalling and delaminated areas and map locations.
- Visual inspection of the abutments and piers, mapping any spalling or deterioration.
- Visual inspection of the bridge and approach rail.
- Document and photograph identified deficiencies.
- Prepare an inspection findings summary to be included in the Bridge Rehabilitation Study or Alternative Analysis Report.

b. Bridge Inspection Preparation (NIC)

The CONSULTANT will perform the following tasks in preparation for the inspection of bridges requiring specialized access or traffic control:

- Develop inspection plan, schedule, and safety plan.
- Develop inspection field note sketches consisting of abutment and wingwall elevations, pier elevations, girder elevations, framing plans and deck plan views and sections for recordation of member deterioration and section loss.
- Coordinate and schedule with equipment suppliers.
- Coordinate and schedule traffic control.
- Preparation of a Draft Press Release for inspection with lane closure dates to be submitted to the DEPARTMENT two weeks prior to the inspection.
- Coordination with the DEPARTMENT District Engineer and Local Officials regarding inspection date and duration.
- A pre-inspection team meeting to coordinate field work, review safety plan and discuss/resolve inspection access issues/concerns.
- It is assumed that costs for the traffic control needed for this bridge inspection will be included under direct expenses.

c. Detailed Bridge Inspection (NIC)

The CONSULTANT will perform an in-depth bridge inspection and prepare a summary report of the findings with graphics. The detailed inspection should include, in addition to all tasks above, the following: [Typically for projects where a load rating will be performed]

- Record superstructure member deterioration and section loss in sufficient detail to perform a structural analysis/load rating and to identify any required repair measures, if applicable.

- Hammer sounding of the abutments and piers to identify extents of concrete deterioration.
- Record areas of abutment and pier deterioration noting depth and deterioration of reinforcement.

Consultant will include a material testing program to evaluate for deteriorated concrete, ASR or sulfide attack. Material testing program will be included under direct expenses and forwarded to DOT.

d. Bridge Rating (NIC)

The CONSULTANT will perform an as-inspected load rating in accordance with the latest edition of the *Manual for Bridge Evaluation (MBE)* and *AASHTO LRFD Bridge Design Specifications*. The primary members will be rated using the method corresponding to the design method, [Load Factor Rating (LFR)]. The structure will be rated for HL-93 loading, legal loads, permit loads and emergency vehicles.

The CONSULTANT will use existing plans, shop drawings (if available) and field measurements to complete the load rating. The as-inspected load rating will include section losses in the member capacity calculations in accordance with MBE. Material strengths will be taken from existing plans, shop drawings or in accordance with MBE based on the year the structure was built.

The CONSULTANT will submit the NHDOT Form 4, text narrative, rating calculations, sketches and other supporting documentation for review by the Existing Bridge Section.

The following members will be rated, and the controlling ratings will be reported:

- No Bridge Rating required during Preliminary Design.

e. Paint System Evaluation (NIC)

The CONSULTANT will perform an evaluation of the existing painting system and provide recommendations for consideration. Painting options may include localized “spot” painting, overcoat systems, or complete removal and repainting of the existing structural steel. The CONSULTANT will coordinate the paint evaluation with the DEPARTMENT and perform an independent review of the steel surface area quantities.

1.9 Utility Verifications

The CONSULTANT will coordinate with the DEPARTMENT Utility Section to obtain existing utility information within the project area. Information, either electronic or paper, will be incorporated by the CONSULTANT into the project base plan. The CONSULTANT will provide a .pdf survey base plan, including existing ROW alignment, to the DEPARTMENT for distribution to utility companies.

1.10 Subsurface Utility Engineering (NIC)

Section 1 Deliverables:

- Crash Data and Safety Analysis summary
- Survey base plan for utility verification
- VCS – NDT Report to be submitted to DOT

2.0 SURVEY AND RIGHT-OF-WAY (NIC)

The Topographic Survey limits along Route 108 shall extend approximately 1,000 feet north of the bridge and approximately 1,000 feet south of the bridge and 100 feet either side of centerline in order to provide enough information to evaluate both traffic management alternative during construction, evaluate potential long term roadway alignment changes as a result of geometric improvements to the bridge deck and approach roadway, and evaluate stormwater management alternatives. The topographic survey along the river center line should extend approximately 150 ft upstream and downstream of the bridge center line and extend approximately 25ft out beyond top of bank to support the hydraulic calculations. In addition, a bathymetric survey of the river channel as depicted in a screenshot of the LiDAR terrain model as provided by Headwaters Consulting having two dark blue lines represent the upstream and downstream limits of the bathymetric survey for the 2D flow model shall be performed to aid in the hydraulic analysis.

NHDOT is responsible for the topographic and bathymetric survey as described above.

2.1 ROW Facilitation Meetings (NIC)

The CONSULTANT will lead facilitation meetings to coordinate between the CONSULTANT and the DEPARTMENT. The first meeting will be at initiation of survey and right-of-way efforts and will include a project overview, turnover of DOT project data and ROW files, and confirmation of the project limits. The second meeting will review the preliminary existing right-of-way plan submission as outlined below in Section 2.4. It is anticipated that [X] members of the CONSULTANT team will attend these meetings.

2.2 Records Research (NIC)

The CONSULTANT will research town, county, and state records, including the following:

- Town road and property records
- State right-of-way and archive records
- County road, court, registry, and probate records
- Abutter's deeds and plans

2.3 Survey (NIC)

The CONSULTANT will provide services under the supervision of a Professional Licensed Surveyor (PLS). Efforts associated with survey will include the following:

a. Topographic Survey

Topographic survey will include planimetric features such as roadways, bridges, walls, fences, curbing, gutters, swales, tree lines, culverts, signs, ditches, driveways, pavement striping and surface-visible utilities, including drainage invert elevations, pipe size and material and outfall pipes if visible. Boring / pavement core locations will also be located, if completed. The data collection will occur when the site is free from snow and ice to ensure each of the planimetric features are captured in the survey.

b. Boundary Survey

- Field recovery of right-of-way and abutting boundary monuments.
- Establish geodetic control network on NH State Plane Coordinate System.
- Perform boundary survey of existing right-of-way.

- Process survey control data using least squares adjustment at 95% confidence level. Side shot data will be processed on adjusted controls and verified.
- Develop legacy alignments and establish right-of-way limits based on survey and boundary control standards of practice at the current NHLSA Ethics and Standards.

c. Initial Contact Letters:

The CONSULTANT will draft the DEPARTMENT's Survey Notice letter to all abutting property owners and select town officials. The draft letter will be provided to the DEPARTMENT for review prior to distribution. The DEPARTMENT will send the letter to project abutters on NHDOT letterhead.

2.4 Base Plan Preparation

The CONSULTANT will prepare a base plan with existing right-of-way information based on topo model, contour model, field checked survey plan and annotation provided by DOT. The base plan will be developed at a scale of 1"= 20' and contours drawn at a 1- foot interval.

2.5 Existing Right-of-Way Plan Development (NIC)

The CONSULTANT will prepare a preliminary existing right-of-way plan for DEPARTMENT review. After receipt of the DEPARTMENT comments, the CONSULTANT will develop final existing right-of-way plans. The submission of plans will include the plan as well as a written narrative describing how comments were addressed.

The right-of-way plan will be submitted in both CADD format (DWG or DGN) as well as in PDF. Hard copies will not be provided.

A plan showing existing boundary monumentation and survey traverse will be submitted in CAD format (DGN or DWG). Geodetic control data will be submitted in ASCII file format.

The existing right-of-way plan will not be recorded by the CONSULTANT with the county registry.

Section 2 Deliverables:

- Base Plan with Existing topographic survey and existing right-of-way boundary.

3.0 ALTERNATIVE ANALYSIS

The CONSULTANT will prepare a description of the anticipated alternatives including an explanation of the methodology and reasoning used to determine the proposed layouts. Depending on the complexity of the project a more substantial effort may be needed.

Alternatives to be considered are: rehabilitation or full bridge replacement.

3.1 Conceptual Alternatives Screening (NIC)

The CONSULTANT will develop alternatives to meet the project intent while considering the ROW, environmental, and potential economic constraints. The CONSULTANT will discuss the conceptual alternatives with the DEPARTMENT for their review and concurrence.

3.2 Design Criteria Document

The CONSULTANT will produce a Design Criteria Document, using the Bureau of Highway Design's template, providing a summary of manuals and codes to be adhered to, and software to be utilized in design. This document will be submitted to the DEPARTMENT for review and comment.

3.3 Construction Year Traffic Volumes

A traffic analysis utilizing Synchro 12 will be conducted to evaluate temporary traffic control conditions during the 2031 construction year developed by growing the 2024 data taken from the NHDOT MS2 Traffic Count website to the 2031 construction year using a 0.5% background growth rate and adjusted to average month conditions during the AM and PM peak hours. including

- One lane alternating traffic utilizing temporary traffic signal control

If the route is shared by vehicles, pedestrians, and bicyclists then the analysis will include all these travel modes, as applicable. The CONSULTANT will submit the proposed traffic volumes, in accordance with the Traffic Operations Analysis Outline, to the DEPARTMENT for concurrence before moving ahead with work under Section 3.4.

3.4 Alternatives Traffic Operational Analysis (NIC)

The CONSULTANT will conduct traffic operational analyses for the study area intersections like the analyses conducted for the base year condition, for the future year No Build, and each of the Build alternatives. Capacity, level of service, queuing, as well as turn lane and signal warrant analyses will be conducted as appropriate. The CONSULTANT will submit the results which will be summarized in tabular form.

3.5 Hydrology & Hydraulics - Bridge - HC

This task includes performing hydrologic and hydraulic analyses. The hydraulics analyses will determine constraints for the Bridge alternatives and will provide the metrics required to complete an initial scour assessment under a later task. Work will be in accordance with the NHDOT Bridge Design Manual.

a. Site Inspection and Field Data Collection

The CONSULTANT will perform a site inspection and collect and review existing hydraulic data. This field visit is assumed to be combined with the Field Reconnaissance visit described in Section 1.2. Field data collection under this task will include: (1) calibration of the bankfull stage, discharge, and channel geometry at USGS gage 01073587, (2) identification of field indicators of the bankfull stage at the project site and survey of one or more reference cross-sections, (3) channel substrate sampling for stream type determination and scour calculations, and (4) metrics to assess stability of the river bank along the outside of the meander bend immediately upstream from the bridge.

b. Hydrologic Analysis

The CONSULTANT will estimate and document design flows. Hydrologic methods to be reviewed include FEMA flood studies, USGS StreamStats methodology, and data from USGS gage 01073587. The CONSULTANT will perform a flood frequency analysis using annual peak flow data measured at USGS gage 01073587 and estimate peak flows at the project site per the method described on pages 19 and 20 of USGS Scientific Investigations Report (SIR) 2008-5206, "Use of Regression Equations at or Near Streamgages". The CONSULTANT will also develop an estimated 100-year flood hydrograph for use in the two-dimensional (2D) hydraulic models to be prepared under

subsequent tasks. Findings will be included in the Hydraulic Report for review and concurrence by the DEPARTMENT.

c. Hydraulic Analysis

➤ Riverine

The CONSULTANT will utilize the design flows estimated under Section 3.5 b., field-surveyed topographic and bathymetric data collected by the DEPARTMENT, publicly-available LiDAR topographic data downloaded from NHGRANIT, and engineering backup data from the 2018 FEMA LOMR obtained under Section 1.7 to develop both 1D and 2D models for existing conditions and potential bridge rehabilitation and replacement alternatives utilizing the HEC-RAS hydraulic modeling software. The hydraulic models will be used to calculate water surface elevations, flow velocities, and other information needed to perform the scour analyses. The flood return periods considered for design will be in accordance with DEPARTMENT standards.

It is assumed that 1D and 2D hydraulic models will be prepared for three (3) potential bridge rehabilitation/replacement alternatives – rehabilitation of the existing bridge, replacement with new single span bridge without piers, and replacement with a new multi-span bridge with piers – and that the CONSULTANT will be responsible for merging the field survey digital elevation model (DEM) prepared by the DEPARTMENT with the LiDAR DEM to produce a seamless DEM of the 2D study area.

The 1D HEC-RAS models will be used to calculate: (1) flood profiles for assessing each alternative's effects on flood levels and compliance with federal floodplain management regulations, including no-rise criteria for the floodway, and (2) hydraulic variables for use in the scour analyses. It is assumed that several preliminary 1D models will be developed for each of the three potential bridge rehabilitation/replacement alternatives as needed to identify waterway opening and roadway approach geometries for each alternative which meet the no-rise floodway criteria.

Due to the significant overbank (floodplain) flow which occurs during the design discharge, highly sinuous channel pattern, bridge skew, and presence of several residential structures within the floodplain in the project area, HEC-RAS 2D flow models will also be developed as 2D modeling more accurately simulates flow conditions in these settings and provides more intuitive graphics for public meetings. One 2D model of the bridge design flood will be developed for each of the three potential bridge rehabilitation/replacement alternatives.

The 2D models will cover the river reach between the 1D cross-section at the upstream end of the contraction reach and the 1D cross-section at the downstream end of the expansion reach, whereas the 1D models will cover a longer reach utilizing geometric data from the HEC-RAS model developed for the 2018 LOMR obtained from the FEMA Engineering Library.

d. Scour Analysis

Hydraulic data from the 1D HEC-RAS models will be used to calculate potential scour around the bridge foundations (i.e., abutments and piers) for existing conditions and each of the three potential bridge rehabilitation/replacement alternatives using the procedures in FHWA HEC-18.

e. Preliminary Hydraulic Report

The CONSULTANT will prepare a report summarizing results of hydrologic, hydraulic, and scour analyses performed at the crossing, as well as summaries of the modeling input used in the analyses. A draft report will be electronically submitted to the DEPARTMENT for review and comment..

3.6 Highway Alternative Development

a. Alignment & Profile Study

The CONSULTANT will conduct an alignment and profile study to provide a review of the proposed alignment required to accommodate a bridge widening to the east along Route 108. Its purpose will be to review drainage and impacts.

b. Intersection Geometrics (NIC)

[The CONSULTANT will evaluate intersection options and layouts that consider the purpose and need and constraints of the site. The number of alternatives should be outlined at the beginning of Section 3]

c. Draft Design Report (NIC)

The Design Report will be developed in accordance with the NHDOT Design Report format and include development of the project's Purpose and Need.

d. Typical Section Study (NIC)

The CONSULTANT will conduct a typical section study of the corridor including all lanes, bike path, and sidewalks.

Deliverables for each Highway Design Alternative will include:

- Concept plans and profiles, top line typical sections, impact limits
- Design Calculations with a brief design narrative for each alternative (including Excel Files, if available)
- Outstanding Issues or Concerns

3.7 Bridge Alternative Development

a. Rehabilitation Study Report (NIC)

b. Bridge Alternatives Analysis (TS&L) Report

3.8 Alternatives Evaluation (NIC)

The CONSULTANT will evaluate each alternative against the project Purpose and Need statement and other key criteria for the project. These criteria will include items such as safety, multimodal accommodations, traffic flow, traffic control, utility conflicts, right-of-way impacts, environmental factors, etc. Discussion of the evaluation will be included in the relevant Highway or Bridge submission.

a. Decision Matrix Development (NIC)

The CONSULTANT will develop a decision matrix for alternatives evaluation. Each of the alternatives will be evaluated (graphically or numerically) and summarized in a comparison matrix, providing a quantitative analysis of the options to make a recommendation. Alternatives will be scored on a series of criteria which will be established in conjunction with the DEPARTMENT. These criteria will include items such as safety, multimodal accommodations,

traffic flow, traffic control, utility conflicts, right-of-way impacts, environmental factors, etc. The matrix will account for cost, and the evaluation criteria will be weighted to reflect the DEPARTMENT's priorities developed as a part of the Purpose and Need statement. The CONSULTANT shall use the matrix to make a recommendation with qualifying statements justifying preferred alternative(s) to meet the project's Purpose and Need statement.

b. Alternatives Summary Technical Memorandum

To supplement the Design Report developed under Task 3.7.b, the CONSULTANT will prepare a written memorandum describing the alternatives under consideration which can be shared with Stakeholder groups and the public. This memorandum will explain each alternative's ability to meet the project Purpose and Need, and describe the benefits, risks, impacts, concerns, and future design considerations for each.

3.9 Estimates

Construction cost estimates will be developed for each alternative. The estimates will provide a comprehensive construction cost of each alternative. Traffic control costs will also be developed including any potential Smart Work Zone measures. The cost estimates will utilize the NHDOT Estimate Review Committee guidance documentation.

Section 3 Deliverables

- Design Criteria Document
- Future Year Traffic Volumes
- Preliminary Hydraulic Report
- Bridge Alternatives Analysis (TS&L) Report
 - To be developed for the Preferred Alternative only
- Construction Cost Estimates
 - To be developed for Rehabilitation and Replacement Alternatives

4.0 PRELIMINARY HIGHWAY AND BRIDGE PLANS

4.1 Description of Anticipated Alternative (NIC)

Anticipated level of effort shall be based on the rehabilitation alternative, thus requiring more calculations, more details and more sheets than a full bridge replacement. This assumes that the rehabilitation alternative would provide the same bridge deck geometry, loading and level of service as compared to a full bridge replacement while meeting stream crossing guidelines.

4.2 Highway

A preferred alternative will be chosen based on the Alternatives Evaluation. This alternative and process will be documented as part of the TS&L Report. The CONSULTANT will develop preliminary plans in accordance with the applicable chapters of the latest Highway Design Manual.

The submission will be developed per NHDOT's Pre-Hearing Design Checklist, dated October 8, 2024 unless otherwise noted below. All components of the Highway Design submission will be submitted together.

4.3 Bridge

The CONSULTANT shall advance the Bridge Design in accordance with Chapter 3 of the NHDOT Bridge Design Manual. In addition to the items described elsewhere in Section 4, the following will be developed for all projects that include bridge work. For Bridge Lead projects, the Preliminary Submission will be made as a combined Highway/Bridge submission.

a. Preliminary Design

The initial structural analysis performed will be updated for the selected alternative, and the structural design of the superstructure and substructure will be advanced to the Preliminary Plans submittal milestone.

b. Preliminary Plans

The CONSULTANT will prepare preliminary plans of the bridge to include development of construction staging details and typical bridge sections to show how traffic will be maintained during all phases of construction. Preliminary plan submittal includes:

- Front Sheet
- General plans & elevations,
- Site Plan and profiles
- Boring layout and logs (if completed),
- Abutment and Pier developed view,
- Existing bridge demolition and rehabilitation details,
- Deck Section,
- Staged construction sections, etc.
- Roadway sheets as discussed in Section 4.1, above.

4.4 Preliminary Drainage Design

Existing and Proposed watershed areas will be delineated, and approximate areas quantified. The conceptual drainage for the project will be developed to identify locations available and approximate size of stormwater treatment practices and other structures. A conceptual base map will be provided showing the features to be designed in later phases. The intent of the drainage design on this project is to treat all of the existing and proposed impervious area within the limits of the project improvements to meet MS4 requirements.

4.5 Traffic Control Plans

The Traffic Control analysis at the Preliminary Design stage needs to consider whether temporary Right-of-Way impacts are needed to construct the project. The CONSULTANT will develop preliminary traffic control plans for each phase of construction. These plans should be developed to a similar level as the overall design and identify the number of major phases needed to construct the project. For purposes of this scope three (3) major phases are assumed using one lane alternating traffic under temporary traffic signal control. The plans developed during this phase will be adequate to support a presentation to the Traffic Control Committee.

4.6 Estimate

The Construction cost estimate for the selected alternative will be updated. The estimate will provide a comprehensive construction cost for the project, including traffic control costs. The cost estimates will

be based on major item quantities and category percentages in accordance with the NHDOT Estimate Review Committee guidance documentation.

4.7 Hydraulics and Scour - HC

a. Hydraulic Model Refinement

The CONSULTANT will revise and finalize the hydraulic models prepared under Section 3.5 c. to reflect any comments from the DEPARTMENT on the Alternatives Analysis submission and Preliminary Hydraulic Report.

b. Compensatory Storage Review

The CONSULTANT will compare results from the 2D models for existing conditions and the preferred alternative during the bridge design flood to determine the preferred alternative's effects on floodwater storage and how changes in floodwater storage would alter flood flows and flood stages.

c. Scour Analysis

The scour analysis performed under Section 3.5 d. will be refined to reflect the preferred alternative and address any comments from the DEPARTMENT resulting from review of the Preliminary Hydraulic Report. Calculation methodologies will follow FHWA HEC-18.

d. Final Hydraulic Report

The CONSULTANT will update the Preliminary Hydraulic Report prepared under Section 3.5 e. to reflect the work completed under Sections 4.7 a. through c. and address any comments from the DEPARTMENT resulting from review of the Preliminary Hydraulic Report. A draft report will be electronically submitted to the DEPARTMENT for review and comment prior to submission of the final report.

4.8 Post-Hearing Services

The intent of this task is to capture minor modifications that arise from the Public Hearing process. Major changes to line and grade, bridge configuration, stormwater treatment and other design elements that materially change what was presented at the Public Hearing will require a contract Amendment. The submission will follow the NHDOT Post-Hearing Checklist, dated October 8, 2024.

Section 4 Deliverables:

- Preliminary (Pre-Hearing) Highway Design Submission
- Bridge Preliminary Plan Submission
- Preliminary Drainage Report -Summary Only
- Traffic Control Plans
- Project Estimate
- Final Hydraulic Report
- Post-Hearing submission

5.0 SLOPE AND DRAIN

The Slope and Drain Submission will include plans, narratives, estimates, schedules, etc. The following submittals will be in accordance with the DEPARTMENT'S Design Manual and the DEPARTMENT'S Slope and Drain Design Submission Checklist, dated October 8, 2024..

6.0 ENVIRONMENT

The CONSULTANT will review and follow the stepwise environmental review process laid out in the DEPARTMENT'S "Project Environmental Process Manual" at <https://www.dot.nh.gov/project-environmental-process-manual>.

6.1 Air Quality – GM2

The CONSULTANT will review the project for:

a. Clean Air Act Amendments (CAAA) Conformity

The CONSULTANT will review the most recent major Statewide Transportation Improvement Program (STIP) amendment available on the Department's website.

- The project scope will be reviewed to ensure it is accurately represented in the STIP. If not, a STIP amendment may be required.
- If the project is listed as "regionally significant", an air quality analysis may be required.
- If the CAA Code is listed as "not exempt" (N/E), an air quality analysis may be required.
- If the project is inconsistent with those types of projects listed in Table 2 of 40 CFR § 93.126 which are exempt from the requirement to determine conformity, an air quality analysis may be required.

For the purposes of this scope, it is assumed that this project will demonstrate CAAA conformity and that coordination with the Department's Bureau of Environment, Bureau of Planning and Community Assistance, and/or the Regional Planning Commission to ensure CAAA conformity will not be necessary.

b. NEPA Requirements

The CONSULTANT will review the project for potential adverse air quality impacts. It is assumed that a quantitative air quality analysis will not be required.

For the purposes of this scope, it is assumed that air quality impacts will not be identified and that the identification and evaluation of potential mitigation measures will not be necessary.

6.2 Noise (NIC)

The CONSULTANT will assess the project area to identify existing noise conditions and potential noise impacts related to the project. The CONSULTANT will identify and recommend to the DEPARTMENT the noise project type as defined in the DEPARTMENT'S *Policy and Procedural Guidelines for the Assessment and Abatement of Highway Traffic Noise for Type I or Type II Highway Projects (April 2016)*. For projects deemed by the DEPARTMENT to be Type I, a noise analysis will be conducted. For the purposes of this scope, it is not anticipated that the project will be identified as a Type 1 project and thus a noise analysis will not be necessary.

6.3 Contamination

The CONSULTANT will coordinate with the DEPARTMENT's Environmental Manager and Contamination Program Manager and, in addition to the tasks below, provide appropriate language on Limited Reuse Soils (LRS), Per- and polyfluoroalkyl substances (PFAS), or other contamination in the Environmental Document and identify the need for further analysis or coordination during the Final Design.

a. Hazardous/contaminated material sites

The CONSULTANT will identify contaminated/hazardous materials sites located within 1,000 ft of the project area and any listed landfill site within 4,000 ft of the project. Review of local, state, and Federal inventories/databases of confirmed and potential hazardous waste/release sites will be conducted, including data contained within the New Hampshire Department of Environmental Services OneStop Database. Field investigations will consist of a windshield survey of the properties identified in the environmental database search. Identification of hazardous materials/release sites will be completed using available records, documents, maps, and aerial photographs. The Federal, state, and local records will be reviewed, evaluated, and compiled in a records search report documenting the environmental database search. The potential for project impacts from hazardous materials/contaminated sites, including the location of contaminated soil and/or groundwater in relation to the proposed work for evaluating soil and/or groundwater management to include dewatering discharges to groundwater and/or surface waters, will be documented in the environmental document.

The consultant will provide the summary report to the NHDOT Environmental Manager and respond to questions.

b. Groundwater

The CONSULTANT will review NH Department of Environmental Services (NHDES) PFAS sampling maps for water quality exceedances within 1,000' of the project. The CONSULTANT will assess the potential for encountering PFAS impacted soils and groundwater.

c. Limited Reuse Soils

The CONSULTANT will determine if the project will generate excess LRS. The CONSULTANT will assess the suitability of reuse and staging areas for LRS and include any temporary and/or permanent stockpile areas and/or permanent areas for LRS reuse within the environmental review for the project.

d. Lead paint & Asbestos

The CONSULTANT will prepare assessments of lead paint and asbestos and develop mitigation measures, if necessary. The presence of other materials that may require special consideration, such as old timber, will also be investigated. The CONSULTANT will coordinate with the Bridge Design Bureau to obtain this information. Sampling is not included in the scope of work.

6.4 Endangered Plant/Wildlife – GM2

a. US Fish and Wildlife, National Oceanic and Atmospheric Administration, NH Natural Heritage Bureau, and NH Fish and Game

The CONSULTANT will request a NH Natural Heritage Bureau (NHB) database review via the New Hampshire DataCheck Tool and the US Fish & Wildlife Service (USFWS) Official Species List via IPaC

for the study area. This project is located in coastal areas (Great Bay and tributaries, Little Bay and tributaries, Piscataqua River and tributaries, and Hampton Harbor and tributaries) therefore, the CONSULTANT will also review the National Oceanic and Atmospheric Administration (NOAA) Greater Atlantic Region ESA Section 7 Mapper for the study area.

Fish and wildlife habitat will be identified based on the state Wildlife Action Plan, the NH Fish and Game (NHF&G) Wildlife Corridors map and field observations, to be conducted during the wetland delineation. The CONSULTANT will communicate information about wildlife corridors and habitat strongholds to the design team to facilitate incorporation of the corridors/strongholds into project planning in accordance with RSA 228:46-c.

The CONSULTANT will coordinate with the NHB at the DEPARTMENT's Natural Resource Agency Coordination Meetings (Included in Section 9.2) and through email regarding rare plant species, and exemplary natural communities.

If the results of the New Hampshire DataCheck Tool indicate "no records" of wildlife species present, or that no impacts to wildlife species are expected, or if the project is limited to work within the area of existing pavement in an existing state right-of-way, no coordination or communication with NHF&G is required. In all other situations, the information listed in Fis 1004 will be compiled for coordination with NHF&G. The information will be provided to the DEPARTMENT for review, with one round of comments addressed. The CONSULTANT will provide the information to NHF&G for comment and will respond to questions.

The CONSULTANT will coordinate with the design team/DEPARTMENT to ensure any NHF&G and NHB conservation recommendations are acceptable. If there are concerns with recommendations, the CONSULTANT will coordinate with the DEPARTMENT's Bureau of Environment to develop a response to NHF&G/NHB. The CONSULTANT will send the response to the NHF&G/NHB recommendations.

For this scope of work, it is assumed that the following items will be necessary:

- Climbing hempvine, great bur-reed, and stout dotted smartweed may be present. If necessary, a plant survey will be completed in suitable habitat that may be impacted by the project. A survey plan will be submitted to NHB and the DEPARTMENT for approval ahead of completion of the survey. A letter report will be prepared to summarize the findings and will be submitted to the DEPARTMENT, NHB and, if applicable, USFWS. If rare plants are identified the NHB Rare Plant Reporting Form will be completed and submitted to NHB by the CONSULTANT.
- The project is located within the range of the northern long-eared bat and tricolored bat, listed as federally endangered species. It is anticipated that the project will be eligible for review under the *Federal Highway Administration and Federal Railroad Administration Range-wide Biological Assessment for Transportation Projects for Indiana Bat and Northern Long-Eared Bat Programmatic Consultation*.
- An acoustic survey is included in this scope. The CONSULTANT will conduct a Phase 1 habitat screening and a Phase 2 presence/absence survey following the current U. S. Fish and Wildlife Service's Range-wide Indiana Bat and Northern Long-eared Bat Survey Guidelines. As required by the Bat Survey Guidelines, potential bat habitat areas for linear elements will be divided

into unique (non-overlapping) one kilometer (km) segments. Four detector nights per 1-km segment will be needed, either two detectors will be deployed at two locations within each 1 km segment for two nights for a total of four detector nights per 1-km segment, or 1 detector per km for 4 nights. Project areas smaller than 1 km will be buffered out to 1 km to meet the linear project definition in the Bat Survey Guidelines and to cover staging areas and nearby future work.

- **Task 1: Phase 1: Identifying Survey Areas/Study Plan** - Areas that will require surveys will be identified using a desktop survey, based on the current (2024) United States Fish and Wildlife service (“USFWS”) Guidelines, which indicate that suitable summer habitat for northern long-eared bat (“NLEB”) and tricolored bat (“TCB”) include:
 1. Forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥ 3 inches diameter at breast height (“dbh”) that have exfoliating bark, cracks, crevices, and/or cavities).
 2. Non-forested habitats adjacent to suitable forests, such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures.
 3. Linear features such as road and/or stream corridors, fencerows, riparian forests, and other wooded corridors with open tree canopies or canopy height of more than 33 feet.

Based on the results of the desktop survey, the Consultant will submit a study plan for Phase 2: Presence/Absence surveys to USFWS. The plan will include details of, and an approval request for, any out-of-guideline acoustic survey elements, such as PVC elbow protection of omnidirectional microphones, or proposed survey locations/set-ups that do not meet specific guidelines due to site-specific conditions. The survey will not begin until the survey plan is approved by USFWS.

- **Task 2: Phase 2: Presence/Absence Acoustic Survey – Data Collection** - Acoustic presence/absence surveys will be conducted during the summer survey season (May 15 – August 15), using full-spectrum ultrasonic acoustic detectors (e.g., Wildlife Acoustic’s SM4 or similar). Final sampling locations within the identified survey areas will be based on a combination of factors including access, best site conditions to deploy the equipment so that it will not be disturbed and sampling the best bat habitat available.

Detector set-up will adhere to specifications detailed in the current Bat Survey Guidelines (or alternatives previously approved by USFWS in the study plan), and the field surveys/data analyses will be conducted by personnel trained and qualified to conduct their respective tasks.

Detector placement will be based on the guidance offered in Appendix C of the current Bat Survey Guidelines. The exact placement of the bat detectors will be chosen in the field, based on local conditions within each section designated for survey. In accordance with the current Bat Survey Guidelines, the detector’s

microphone will be elevated above ground level (AGL) vegetation a minimum of 3 meters, unless particular site conditions require minor modification.

Upon detector deployment, GPS coordinates of the acoustic monitoring site will be recorded. The acoustic detectors will be checked upon deployment, as well as retrieval, to ensure they are functioning properly during every survey period. If possible, the microphones will be checked for proper recording of sounds and archival of data onto the internal drive/USB (e.g., finger snaps and/or AnaBat Chirper device.) All detector settings including sensitivity, frequency, program recording times, detector limits, and acoustic range will be verified upon deployment.

Documentation of sampling locations will be verified with multiple field photos including the overview of the detector set-up and photos showing the location of the detector in relation to the surrounding clutter (i.e., vegetative debris), the detector and something for scale (e.g., a vehicle, person), and a photo from the viewpoint of the detector showing the cone of detection (i.e., sampling location in front of the microphone.)

Following the conclusion of the acoustic surveys, the equipment will be collected. The acoustic data will be uploaded for data analysis, and, if necessary, the equipment will be prepared for redeployment at the next segment. If, during any night of data collection, the weather conditions are unsuitable (as defined by the current Bat Survey Guidelines), or even on the fringe of suitable conditions, the equipment will remain in place until the appropriate level of effort has been reached. Data collected during unsuitable weather nights will be included in the analysis.

All personnel deploying detectors in the field are to be fully trained to identify suitable deployment locations and to ensure all equipment specifications are met to collect data in compliance with the current Bat Survey Guidelines. Resumes of staff assisting with the acoustic survey are to be provided to USFWS in the survey plan and to NHDOT with the survey report.

- **Task 3: Call Analysis** - Each acoustic file will be processed as required by the current Bat Survey Guidelines. All call files will be analyzed using a USFWS-approved version of an automated bat call classification software package (e.g., Kaleidoscope Pro). If New Hampshire state listed bat species presence is considered unlikely by the approved and candidate program(s) used in the analysis (based on MLE), then no further summer surveys are recommended. Nights that do not meet the weather requirements will still be included in the acoustic analysis, including manual vetting. A qualitative analysis of all TCB calls will be conducted if the automated bat call classification software package identifies 10 or more calls as TCB. If indicated by the MLE, state listed bat calls will be vetted. Any calls that are confirmed by the bat acoustic expert will result

in an “acoustically positive” finding for that 1 km segment or non-linear survey area.

Biologists trained in conducting acoustic analyses will be responsible for qualitatively reviewing bat calls as specified in the Bat Survey Guidelines with the goal of species identifications using the following parameters:

1. Long sequence with fully formed high-quality pulses in the recording;
 2. Sequence represents a search phase call;
 3. Evidence that the maximum and low frequencies are captured; and
 4. Good signal-to-noise ratio.
- **Task 4: Reporting** - After the survey is complete, the data collected will be summarized into a final report. Survey results will be reported and mapped. Interim results of the call analysis, including the MLE from the automated bat call classification software prior to manual review, will be submitted to the NHDOT and USFWS on the USFWS Reporting spreadsheet within 30 days of the final survey day. The CONSULTANT will coordinate with NHDOT as soon as nights with no bat calls are identified. The CONSULTANT will assess for technical faults and redeploy detectors if discovered. NHDOT has found that it is very unusual with appropriate detector settings and location to collect zero bat calls in NH on suitable weather nights during the active season. The final report will be submitted to NHDOT prior to November 30, 2024, for review and edits to meet the USFWS final report submission criteria. The final report will be suitable for submission to the USFWS and state agencies. This will include field photographs and GPS locations of all survey sites. A copy of the raw data files will be provided to NHDOT with the final report (external hard drive preferred). Study results will be uploaded to the North American Bat Monitoring Program.

The report will detail all items identified in the current Bat Survey Guidelines (Page 34-35 and the checklist on page 38), including the following items:

1. Full names of all personnel conducting acoustic surveys and their qualifications, including those that selected acoustic sites and deployed detectors.
2. Full name and resume of individual(s) conducting qualitative acoustic analyses and their qualifications.
3. Description of acoustic monitoring sites, weather conditions, and a summary of findings.
4. Table with information on acoustic monitoring and resulting data, including but not limited to: deployment data (i.e., deployment site, habitat, date, time started, time stopped, orientation), detector GPS coordinates for each detector, survey dates, duration of survey, and survey hours.
5. Map identifying acoustic monitoring locations. Arrows indicating the direction of the microphones to be included.

6. Photographs documenting the location of each detector, the orientation of the detector, and the intended sampling area. Include the detector and something for scale (e.g., vehicle, person).
 7. Description of acoustic detector brand(s) and model(s) used, microphone type, use of weatherproofing, acoustic monitoring equipment settings (e.g., sensitivity, audio and data division ratios), and call analysis methods used.
 8. A description of how proper function of bat detectors was verified.
 9. Discussion of what software program(s) was/were used (including settings).
 10. Acoustic detector log files renamed by site identifier.
 11. Acoustic analysis software program output/summary results by site by night (i.e., number of calls detected, species composition, MLE results, settings files).
 12. Discussion for any site/nights with zero bat calls (were additional nights added? was detector functioning? was placement appropriate?).
 13. Discussion of how manual vetting was conducted.
 14. Detailed analysis and results of any qualitative acoustic analysis conducted on those projects where a program(s) considered NLEB or TCB presence likely, including justification for rejecting any program MLE results (if applicable). A table with each species ID from the program(s), suggested species ID from manual vetting, and rationale for any changes should be included.
 15. An executive summary of the findings, including the final list of species positively identified.
 16. The acoustic survey plan will be appended.
- **Task 5: Assessing and Surveying Bridges and Culverts (for projects that include impacts to bridges or culverts 23 feet or longer AND 3-foot diameter and larger)** - For those projects with bridge work or work on culverts 23 feet or longer AND 3-foot diameter and larger, when the acoustic survey plan is submitted, note the plan to complete a bridge or culvert assessment in accordance with Appendix K of the Bat Survey Guidelines. The CONSULTANT shall use only safe access points for completing assessments. The consultant will complete all items listed in the survey reporting checklist in Appendix K, including the survey data form and photo log.
 - Development of a stand-alone Biological Assessment and support for Section 7 Endangered Species Act formal consultation with USFWS or NOAA are not included in this scope.
 - The CONSULTANT will complete the NOAA FHWA Section 7 NLAA Verification Form and submit to NHDOT for coordination with NOAA GARFO if ESA listed species under the purview of NOAA GARFO could be impacted by the proposed project [Section 7: Take Reporting & Programmatic in the Greater Atlantic Region | NOAA Fisheries](#)

b. NOAA/Essential Fish Habitat (EFH) Coordination

N/A - The Exeter River is not mapped as Essential Fish Habitat.

6.5 Invasive Species – GM2

The CONSULTANT will identify species and approximate limits of invasive plants within the study area. This will be completed with the wetland delineation. Approximate limits of invasive plant populations will be provided to the DEPARTMENT in a file format compatible with DEPARTMENT standards. All invasive plant occurrences will be identified as polygon features and labelled as NHDOT Type I or NHDOT Type II species. Potential disturbance to invasive plants during construction will be assessed and appropriate items and estimates will be determined.

6.6 Historic/Archaeological – PC & IAC

a. Initiate Section 106/Cultural Resources Review

The CONSULTANT will evaluate the project and complete the Section 106 Programmatic Agreement Appendix A or B Certification form, as applicable. If Appendix A or B cannot be used, the CONSULTANT will prepare and submit, through the DEPARTMENT, a NH Division of Historical Resources (NHDHR) Request for Project Review (RPR) form for Transportation projects. For the purpose of this scope, it is assumed that an RPR is required.

If an RPR is required, the CONSULTANT will follow NHDHR’s guidelines for completing a Transportation RPR and submit a draft RPR package electronically to the DEPARTMENT’s Environmental Manager and Cultural Resources Program for review. After making any requested revisions, the CONSULTANT will submit to the DEPARTMENT one electronic copy, and to the NHDHR one electronic submission through the online EMMIT+ system, of the final package once approved by the DEPARTMENT’s Cultural Resource Program.

If the project may make appropriate use of a Section 106 Program Comment, the CONSULTANT will prepare the necessary forms and submit them to the DEPARTMENT.

b. Resource Identification

Bridge 089/045 was determined eligible for the National Register through NHDOT’s Historic Bridge Inventory. The NH Route 108 over Exeter River Bridge was built in 1935 and was designed by R. D. Field of the state bridge bureau. The bridge is eligible under Criterion A for its historic association with transportation patterns related to the development of the New Hampshire College Road, one of the state’s early trunk lines during the “golden age” of highway development from 1916 to 1945. The bridge is eligible under Criterion C as embodying the significant characteristics and aesthetic properties of a continuous T-beam bridge. It is one of the two oldest three-span examples and is the only example that has not been widened and retains its original concrete balustrades.

The bridge abuts NH Conservation and Public Land parcels on the northwest and southeast. The parcel to the southwest has multi-family house that was rebuilt in 2022. To the northeast is a 99-acre parcel with several outbuildings, manufactured homes, and a potentially historic house.

➤ *Architectural Survey Plan (ASP)*

If requested by NHDHR, the CONSULTANT will complete the ASP per NHDHR's guidelines on completing the ASP and NHDHR's Survey Policy. The CONSULTANT shall evaluate the project area and propose an Area of Potential Effect (APE) for consideration of cultural resources.

➤ *Inventory Forms*

NHDHR may request the preparation of individual inventory forms and/or Historic District Area form for historic resources that may be affected by the project. It is anticipated that a Historic District Area form will not be completed for this project. Further, for the purposes of this scope, it is anticipated that one (1) individual inventory form will be required. The CONSULTANT will complete the inventory form per NHDHR's Survey Policy.

➤ *Archaeology*

Should the DEPARTMENT and/or NHDHR determine that areas within the APE are sensitive for archaeological concerns, all necessary archaeology will be completed per NHDHR's *Standards and Guidelines for Archaeological investigations in New Hampshire*. The investigations are to be performed under the guidance of a 36 CFR 61 qualified archaeologist. The following phases of archaeology are assumed to be needed:

➤ *Phase IA Archaeological Sensitivity Assessment*

Phase IA investigation will be conducted at locations where previous archaeological surveys of the area are absent or insufficient, where areas of disturbance may be absent and environmental qualities of the area suggest the potential for archaeological sensitivity. The CONSULTANT will complete a Phase IA investigation per NHDHR's standards.

The objective of the Phase IA assessment is to evaluate whether archaeological resources are known to be present, or are likely to be present, i. e., the area is "archaeologically sensitive". A New Hampshire Division of Historical Resources (NHDHR) site file search (via NHDHR's online data base, EMMIT+), to document known sites within 2.0 km (1.2 miles) of the project area to discern whether the watershed is known to have been utilized in the Pre-Contact period by Indigenous peoples.

A site inspection to view existing conditions of the project area, to identify obvious disturbances or features (such as cellarholes, stone foundations, wells, or surface artifact scatters), and soil coring (if permitted by state laws regarding subsurface utilities) to assess the archaeological integrity of landforms in the project area.

A Phase IA report that provides a summary and analysis of literature review, results of the site inspection, and recommendations about further archaeological survey. A stand-alone report may be prepared in instances where archaeologists find no sensitive areas, using a short form provided by NHDHR.

➤ *Phase IB Intensive Archaeological Investigation*

Phase IB investigations undertake systematic field-testing of areas identified as archaeologically sensitive during the Phase IA. The CONSULTANT will complete Phase IB investigations, per NHDHR's standards, which can determine the presence or absence of archaeological sites.

The scope of work for a Phase IB investigation begins with the mapping of all visible surface features – such as cellarholes, foundations, bridge structures, artifact concentrations – in relation to project limits. The creation of a scaled map in the field is augmented by the collection of GPS data using a hand-held Trimble TDC650® GPS receiver with sub-meter accuracy.

Crewmembers will supplement the mapping with comprehensive photos of the project area.

Archaeologists confirm the presence or absence of archaeological resources through the hand excavation of shovel test pits, each measuring 0.5 m by 0.5 m (1.6 ft by 1.6 ft), with all soils screened through ¼” mesh for the retrieval of artifacts. Shovel test pits are placed at 8.0-m (26-ft) intervals along linear transects. Based on desktop review, IAC proposes the excavation of up to 180 shovel test pits along transects placed around existing roadway fill prisms and other areas of significant past ground disturbance. Soil maps show no deep alluvium to indicate a potential for deeply buried but intact archaeological deposits. All artifacts collected in the field are brought to IAC’s laboratory in Dover for processing, which includes washing, identifying, quantifying, and entering all results into a Microsoft Access® database. Labwork continues with the creation of computer-generated site plans showing the distribution of artifacts among testholes, type distribution tables, soil profiles and other information to be included in the final report. The final deliverable is a technical report summarizing the result of all findings and recommendations about whether further (Phase II) archaeological survey is advised. If a site is discovered, the scope includes the preparation of a site form to be submitted to NHDHR.

➤ *Phase II Determination of Eligibility (NIC)*

Phase II investigations evaluate the National Register significance of the archaeological site through more extensive and intensive excavation; an understanding of the site’s physical integrity; horizontal and vertical boundaries within the APE; artifact and feature distribution; areas of disturbance; and areas of occupation, function, cultural affiliation; and associated contexts. If required, the CONSULTANT will complete any Phase II investigations per NHDHR standards.

[Describe the size of the grid and number of test pits anticipated.]

➤ *Additional outreach determined by ASP or archaeology concerns*

Should additional outreach be needed during the identification phase, the CONSULTANT will work with the DEPARTMENT to determine appropriate parties and methods of outreach.

c. Assessment of Effects (For projects anticipated to have eligible resources within the APE)

➤ *Effect Review Sheets*

The CONSULTANT will prepare Effect Review sheets per NHDHR guidance. This effort should be completed when there will be noticeable change to the resource. This effort includes completing the effect tables, narratives to support effect justifications and supporting photos and graphics. It is anticipated that one (1) Effect Review sheet will be necessary for the historic bridge.

➤ *Effect Memo*

The CONSULTANT will prepare the draft Section 106 Effect Memo. Examples will be provided by the DEPARTMENT.

d. Resolution of Adverse Effects

For the purposes of this scope, it is assumed that the project will have an adverse effect on historic resources.

➤ *e106*

The CONSULTANT will prepare the documentation required by 36 CFR 800 for notifying the Advisory Council on Historic Preservation (ACHP) of the adverse effects following the ACHP Electronic Section 106 Documentation Submittal System (e106) guidelines. This will entail:

- Completion of the e106 Documentation Submittal Form
- Compilation of Section 106 consultation correspondence and meeting minutes
- Project location map
- Photographs

This information will be submitted to the DEPARTMENT in pdf format. The DEPARTMENT will coordinate with FHWA on the submission of the documentation to ACHP.

➤ *Memorandum of Agreement*

The CONSULTANT will prepare a draft Memorandum of Agreement (MOA) outlining the agreed upon mitigation stipulations. The CONSULTANT will coordinate with the DEPARTMENT and any consulting parties to determine potential mitigation measures.

e. Consulting Parties and Public Involvement

➤ *Cultural Resource Agency Coordination Meetings* – See Section 9.3.

➤ *Consulting Parties*

Section 106 Consulting Parties are any persons or organizations with a vested interest in the cultural resources located in or adjacent to a project area. The lead Federal agent is responsible for formally accepting Consulting Parties. The CONSULTANT will maintain a list of any identified Consulting Parties and inform them of any project meetings or milestones. The DEPARTMENT is responsible for any dispute resolution.

➤ *Tribal Consultation*

The DEPARTMENT, working with the lead Federal Agency, will be responsible for any Tribal coordination.

6.7 Water Quality – GM2

The CONSULTANT will identify and gather data regarding surface waters, related to the requirements included in Alteration of Terrain, Construction General Permit, Water Quality Certification, NH Shoreland Permit and NH Dredge & Fill Permit within the study area. This information may include but is not limited to:

- 303(d) impairments
- TMDLs
- Class A waters
- Outstanding Resource Waters
- Existing and proposed drainage

- Source Water Protection Areas
- Private and public well sanitary radii
- Designated Rivers jurisdiction
- WOTUS jurisdiction
- Shoreland Protection jurisdiction
- Survey of existing trees and saplings within the Protected Waterfront Buffer
- Proximity to lakes and ponds.
- Project size
- Determine a significant alteration of terrain
- Impervious area (existing and newly generated)
- Area of earth disturbing activity
- Relative AOT Permit-by-Rule activities
- Proximity to remediation sites and discharges to surface waters
- Construction sequence in relationship to sediment and erosion control
- Construction timeline for winter work
- Identification of point and non-point sources
- Identification of point and non-point source discharges
- Placement of perimeter controls, channel protection and natural buffers
- Development of stream diversion plans
- Determination of Maximum Extent Practicable
- Use of mixing zones

The CONSULTANT will describe these resources/activities and display them on project mapping, describe permitting needs in the NEPA document, and incorporate the potential permit requirements into the engineered design. The CONSULTANT will attend two meetings with the DEPARTMENT's Water Quality Program Manager to review the permit requirements. The potential for the project to affect water quality from impervious surfaces will be addressed and summarized in a permit (AOT, CGP SWQPA, and NHD&F, WQC, as applicable) compliance memo, which includes supporting information like checklists, calculation etc. for review and concurrence by the DEPARTMENT's Water Quality Program Manager concurrently with submission of any environmental documentation (NEPA) for of the project.

For scoping purposes, tasks within the Water Quality section will complete the evaluation, reporting, and coordination with the Department and do not support any engineering and plan development.

6.8 Floodplains & Floodways - HC

The CONSULTANT will review the effective FEMA Flood Insurance Rate Map (FIRM), the 2018 LOMR, and the hydraulic models prepared under Section 4.7 a. and use this information to describe the effects of the preferred alternative on floodplains and floodways and evaluate whether or not the preferred alternative would comply with the minimum floodplain management standards of the National Flood Insurance Program (NFIP) and the requirements of the Exeter Floodplain Development Ordinance.

6.9 Public and Conserved Lands – GM2

Public and conserved lands will be identified and mapped based on existing information from NH GRANIT and public input. If impacts outside the existing right-of-way are anticipated, the CONSULTANT will coordinate with the Land and Community Heritage Investment Program (LCHIP) and the Conservation

Land Stewardship (CLS) Program to determine if these groups hold an interest in any properties in the vicinity of the project. For the purposes of this scope, it is assumed that the project will impact public and conserved lands.

Town-owned/protected conservation lands are located to the northwest and southeast of the bridge. If impacts outside the existing right-of-way are anticipated, the CONSULTANT will coordinate with the Town to obtain input on the project.

6.10 Section 6(f) – GM2

If impacts outside the existing right-of-way are anticipated, the CONSULTANT will coordinate with the NH Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation's Land & Water Conservation Fund program to identify Section 6(f) investment properties. For the purposes of this scope, it is assumed that the project will not impact Section 6(f) properties

6.11 Wetlands, Stream Crossing Assessments, & Wetland Mitigation – GM2 / HC

a. Identification

The CONSULTANT will delineate wetlands and streams, including ordinary high water and top-of-bank, within the study area. Descriptive information, Cowardin classification, functions and values, site sketches, and photographs of jurisdictional areas will be collected. Features will be delineated with flags labeled with an alpha-numeric sequence and each flag will be located with a GPS unit with sub-meter accuracy.

The delineation will be completed in accordance with the US Army Corps of Engineers Wetlands Delineation Manual (Jan. 1987) and Regional Supplement to the Corps Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0, January 2012). Reference standards will include Field Indicators of Hydric Soils in the United States (Version 8.2, 2018), the National List of Plant Species that Occur in Wetlands (on-line), and Classification of Wetlands and Deepwater Habitats of the United States (Cowardin et al. 1979). It is assumed that up to six (6) upland and wetland data points will be completed to confirm wetland boundaries and wetland types. Wetland Determination Data Plot Forms will be prepared at each data point.

If there are any streams within the project area, the CONSULTANT will determine the watershed size for each crossing and determine the corresponding Tier classification using the USGS StreamStats tool. Based on USGS StreamStats mapping, it is assumed there is one (1) Tier 3 stream crossing located within the project area. The CONSULTANT will complete a stream assessment for any stream crossings according to the requirements of the NHDES Stream Crossing Rules (Env-Wt Part 900). The CONSULTANT will summarize the results of the stream assessment, determine geomorphic characteristics of the reference reach, and determine the Rosgen stream type. They will also summarize design considerations for a geomorphically compatible crossing design using the results of the stream assessment and design guidance from the NHDES Stream Crossing Rules and UNH Stream Crossing Guidelines into consideration. A NHDES Stream Crossing worksheet will be completed.

Field data required to complete invasive species identification will be collected concurrently with the delineation.

GPS data will be processed using the differential correction tool in Pathfinder Office and checked with NHDOT survey and aerial imagery in ArcMap. Corrected data will be provided to the DEPARTMENT in a file format consistent with DEPARTMENT standards.

The CONSULTANT will prepare a Wetlands Function-Value Evaluation Form from the Highway Methodology Workbook Supplement for each individual wetland that is delineated. Such information should be made available and discussed at Natural Resource Agency Coordination meetings.

b. Assessment

The CONSULTANT will calculate preliminary impacts to wetlands and surface waters for the proposed alternative and determine the permitting and mitigation requirements based on the preliminary impacts.

The CONSULTANT will calculate the in-lieu fee based on preliminary impacts. It is assumed that the project will result in permanent wetland and/or stream impacts that will not require consideration of off-site permittee responsible mitigation in accordance with NHDES Wetlands Bureau Rules.

6.12 Identification of Environmental Permits – GM2

The CONSULTANT will identify the state of New Hampshire and federal environmental permits required for this project. Resource-specific and/or permit-specific meetings may also be included. Permitting coordination may extend into the PPS&E phase.

The CONSULTANT will also check for NH Designated and Wild and Scenic Rivers in the vicinity of the project area and will identify all public waters under the jurisdiction of the Shoreland Water Quality Protection Act within 250 feet of the project limits, as well as the availability of any statutory exemptions.

6.13 Miscellaneous – GM2

a. Farmland

The CONSULTANT will map the soil series within the study area based on existing databases, including the distribution of prime, statewide, local, or unique farmland soils. For the purposes of this scope, it is assumed that a Farmland Conversion Impact Rating Form for Corridor Type Projects will be required. If required, the CONSULTANT will complete the Rating Form (NRCS-CPA-106) and will coordinate directly with the NRCS on completion of the form.

b. Climate Change/Resilience

The CONSULTANT will assess the Build Alternatives and No Build Alternative in terms of their overall resiliency and potential to withstand impacts that could arise due to climate change, in accordance with DEPARTMENT guidelines. Topics that will be addressed include, increased precipitation and the potential for an increase in and severity of storm events, and the potential affect these factors will have on the Build Alternatives and No-Build Alternative.

c. Coastal Zone Consistency

The CONSULTANT will identify and describe coastal resources in the project study area, and then assess potential impacts to coastal resources from project construction and operation. Applicable coastal policies will be identified, and the consistency of the Build Alternatives will be evaluated

for the applicable policies, as identified in the *NH Coastal Program's Guide to Federal Consistency Coastal Zone Management Act Section 307*. The CONSULTANT will review and coordinate on the Coastal Zone Consistency with the NH Coastal Program. If needed, the CONSULTANT will transmit information to the NH Office of Strategic Initiatives through the NH Intergovernmental Review Process, in accordance with Federal Executive Order 12372 and NH Executive Order 83-10.

d. Environmental Justice (NIC)

The DEPARTMENT will provide an Environmental Justice Analysis for the project, and the CONSULTANT will document the findings of the analysis in the environmental document.

e. Socioeconomic Assessment

The CONSULTANT will identify socioeconomic considerations and impacts within the study area such as business and economic impacts, visual impacts, changes in land use, and consistency with local, regional, and state plans of development.

6.14 Public Involvement (Environmental) – GM2

a. Initial Contact Letters:

The CONSULTANT will send the DEPARTMENT's Bureau of Environment standard initial contact letter to town officials and the Regional Planning Commission. A draft letter will be provided to the DEPARTMENT for review prior to distribution. The CONSULTANT will respond to feedback or questions in coordination with the DEPARTMENT.

6.15 Preparation of the Environmental Document – GM2

The CONSULTANT will prepare the following applicable environmental document:

National Environmental Policy Act (NEPA)

As part of preliminary design for a federally-funded (or project requiring federal approval), the CONSULTANT will prepare the NEPA document to identify and describe natural resources and resource impacts proposed for the project including technical reports prepared by others, state the Purpose and Need, summarize alternatives considered, describe potential measures to minimize or mitigate impacts, list environmental commitments, and will include maps, correspondence with natural resource agencies, and photographs. For the purposes of this scope, it is assumed that the Environmental Document will be an Individual CE with Section 4(f) Evaluation.

a. Draft Environmental Document

An administrative Draft Environmental Document as identified above will be prepared and provided to the DEPARTMENT and FHWA/the lead Federal Agency (if applicable) for review. The CONSULTANT will revise the administrative Draft Environmental Document to address comments received by the DEPARTMENT and any other reviewing agencies. This revised Draft Environmental Document will be made available for public and/or FHWA legal sufficiency review, as applicable, prior to the Public Hearing.

b. Final Environmental Document

Following the comment period and/or public hearing, the Draft Environmental document will be revised by the CONSULTANT to address any comments and responses or revisions based FHWA legal sufficiency review and/or on the Public Hearing testimonies, as detailed in the Report of the Commissioner. A draft version of the Final Environmental Document will be provided to the DEPARTMENT and FHWA/the lead Federal Agency (if applicable) for review. The CONSULTANT will revise the Final Environmental Document to address any comments received during this review and submit to the DEPARTMENT for final NEPA Classification.

6.16 Section 4(f) – GM2

For projects with FHWA involvement the CONSULTANT will identify parks, wildlife and waterfowl refuges, historic sites, or other areas subject to Section 4(f). For purposes of this scope, it is assumed that this project will require the preparation of an Individual Section 4(f) evaluation in accordance with 23 CFR 771.135 of the Department of Transportation Act of 1966.

The CONSULTANT will prepare an Individual 4(f) Evaluation for the project which will include a discussion of the applicability of Section 4(f) to the project, purpose and need, existing conditions, description of the 4(f) properties, impacts to 4(f) properties, description of avoidance alternatives, description of other alternatives, least harm analysis (if applicable), Programmatic applicability (if applicable), coordination and public participation, findings, and measures to minimize harm.

An administrative Draft Individual Section 4(f) Evaluation will be provided to FHWA and the DEPARTMENT for initial review. The CONSULTANT will then revise the draft evaluation to address comments received from the DEPARTMENT and FHWA, resubmit the documentation to the DEPARTMENT and FHWA for review approximately 30 days prior to the Public Hearing. If the project requires an Individual 4(f) analysis, the Draft 4(f) Evaluation will be submitted for a preliminary legal sufficiency review. Following the legal sufficiency review and public comment period, the document will be revised to address any comments received and responses or revisions based on the Public Hearing testimonies, as detailed in the Report of the Commissioner. The revised Section 4(f) Evaluation will be provided to the DEPARTMENT for distribution to FHWA for final review, and if necessary, final legal sufficiency review. Any FHWA comments will be addressed prior to submission of the Environmental Document/Final Individual 4(f) Evaluation to complete the NEPA evaluation.

6.17 US Army Corps of Engineers (USACE) Section 14 of the Rivers and Harbors Act of 1899, 33 USC 408 (Section 408) (NIC)*(For projects that would alter a USACE Civil Works Project)*

The CONSULTANT will prepare a Request for Permission letter, (as outlined in USACE Circular EC 1165-2-220, "Policy and Procedural Guidance for Processing Requests to Alter USACE Civil Works Projects, Pursuant to 33 USC 408") including supporting documentation/maps, for the DEPARTMENT to initiate a USACE Section 408 review. Plans and engineering information required under this coordination will be included in the request. Specific guidance and information relative to additional USACE coordination, navigation issues and permitting requirements under Section 404 and Section 408 for the project will be requested.

6.18 US Coast Guard

The project is not anticipated to construct or modify a bridge or causeway across a navigable waterway of the United States that can be traversed by boats larger than log rafts, rowboats, canoes, and small

motorboats. The US Coast Guard (USCG) will be contacted by the CONSULTANT to confirm that the Exeter River is not considered a navigable waterway. For the purposes of this scope, it is assumed that the CONSULTANT will not be required to prepare a *US Coast Guard Bridge Project Questionnaire*.

7.0 GEOTECHNICAL SERVICES

7.1 Subsurface investigation plan

The CONSULTANT will collect and review available geotechnical and geological data for the project including, but not limited to, published geologic maps, NHDOT construction records, soils and geotechnical reports from NHDOT, and geotechnical information from within the project limits that may be the in-CONSULTANT's files. The CONSULTANT will coordinate a subsurface investigation program to be conducted by the DEPARTMENT consisting of two borings, one at each end of the bridge, to retrieve rock core samples to be lab tested for compressive characteristics.

Consultant shall prepare a Boring Plan and table of N/E coordinates for 3 ea. @ Abutment and 2 ea. @ Pier.

7.2 Subsurface Explorations – (NIC)

In collaboration with the DEPARTMENT, the CONSULTANT will coordinate, manage, and oversee a preliminary subsurface exploration as summarized below.

The CONSULTANT will meet the Bureau of Materials and Research (M&R) to finalize the Non-destructive testing, pavement boring and subsurface exploration program which is detailed below. It is anticipated that [X] members of the consultant team will attend these meetings.

a. Pavement Evaluation (NIC)

After the exploration plan has been approved the CONSULTANT will locate and mark pavement core and boring locations in the field by measuring from existing site features or with GPS prior to the subsurface exploration for utility clearance. The CONSULTANT will engage a drilling subcontractor to advance pavement cores and borings as summarized below. The subcontractor will contact Dig Safe prior to beginning work. The subcontractor will coordinate work zone traffic control (WZTC) during drilling where required and obtain a NHDOT Right-of-Way Activities Permit.

Up to [#] pavement cores and borings will be advanced within the existing roadway for the pavement evaluation. These will be advanced to estimated depths of [#] feet and include sampling of the subbase and subgrade.

b. Borings - geophysics

After approval of the Alternatives Analysis, the CONSULTANT will locate and mark boring locations in the field by measuring from existing site features or with GPS prior to the subsurface exploration for utility clearance. The CONSULTANT will engage a drilling subcontractor to advance borings as summarized below. The subcontractor will contact Dig Safe prior to beginning work. The subcontractor will coordinate work zone traffic control during drilling where required. Borings to support the bridge and structure alternatives are as follows:

- i. [Specify boring locations and depths for rehabilitation and replacement alternatives. Include boring for off-line roadway alternatives, bridge and other structure foundations

and any anticipated BMP locations.] The consultant shall perform the field investigations and secure the right-of-entry for the field explorations on private property.

- ii. The CONSULTANT's geotechnical engineer will observe the preliminary subsurface explorations so that proper drilling and sampling methods are utilized and to adjust the explorations in the field as warranted based on the conditions encountered. The engineer will also describe samples, measure groundwater levels, and prepare field logs documenting the subsurface conditions. Soil samples from drilling operations become property of the CONSULTANT. The CONSULTANT will retain the samples for a period of 90 days after submittal of the final geotechnical report, at which time the samples may be disposed of unless the DEPARTMENT request, they be made available for pick up at the CONSULTANTS office. All rock cores from drilling operations will become the property of the STATE and shall be delivered to the Bureau of M&R with, or prior to, the final geotechnical report.

7.3 Material Testing and Evaluation (NIC)

The CONSULTANT will subcontract the geotechnical laboratory index testing of selected soil samples obtained from the borings. Soil testing will include:

- Moisture content,
- Sieve analysis,

Consultant will include compressive testing on the core samples recovered by DOT and will forward results to DOT. Cost to be included under direct expenses.

7.4 Geotechnical Report (NIC)

The CONSULTANT will prepare a geotechnical engineering report as outlined below:

a. Pavement

The CONSULTANT will prepare a geotechnical data report for the pavement evaluation that includes the following.

- Introduction
- Summary of the Subsurface Exploration and the Conditions Encountered
- Boring Logs and Location Plan
- Laboratory Test Results
- Pavement Core Photographs
- Preliminary pavement recommendations

b. Roadway

The CONSULTANT will prepare the report in general accordance with the NHDOT Highway Design Manual. Earth retaining structures [are or are not] included in this scope of work. The roadway geotechnical engineering report will include at a minimum the following:

- Site description
- Project description (an overall description of the project and each element- Pavement structures, embankments, drainage improvements, traffic control devices (signal mast arms / strain wire poles), retaining walls, rock cuts, sound abatement walls, intelligent transportation system structures, overhead sign structures, bridges)

- Subsurface Investigation (field explorations – Pavement cores, test borings, Groundwater observation wells, test boring probes, hand augers, test pits; Field testing - Permeability, undrained shear strength, geophysics; Laboratory testing – list of completed tests)
- Subsurface conditions (Pavement and base course, overburden, bedrock, groundwater)
- Design recommendations (extra sand for frost protection, underdrains, rock excavation and any associated design, muck excavation, embankments, cut slopes, major drainage improvements, traffic control devices, ITS elements, retaining walls)
- Construction recommendations (Temporary earth support, construction related vibration monitoring, blasting related drinking water monitoring, dewatering, water diversion structures, steel sheet piling for environmental protection, prosecution of work language, plan notes and contractual provisions to be incorporated in contract documents)

c. Bridge

The CONSULTANT will prepare the report in general accordance with Chapter 6 of the NHDOT Bridge Design Manual. This scope of work is being prepared assuming the bridge structure will be founded on [shallow or deep] foundations. The geotechnical engineering report will include at a minimum the following:

- Introduction
- Summary of the main geotechnical considerations and recommendations.
- Site description of existing and historic conditions in terms of topography and general physiography.
- Subsurface conditions of surficial and bedrock geology including generalized stratigraphy and subsurface profiles for each substructure unit and approach roadway embankments.
- Geotechnical characterization including the results of the recent subsurface exploration program, available historic geotechnical data, development of geotechnical design parameters, seismic design parameters, and scour considerations.
- Geotechnical analysis results summarizing the foundation evaluations.
- Foundation recommendations necessary for design of the proposed substructures.
- Construction considerations for [driven pile installation], [drilled shaft installation], [embankment and retaining wall construction], subgrade preparation, drainage, and frost protection.
- Plan notes and contractual provisions to be incorporated in contract documents.

d. BMPs

e. Appendices:

The CONSULTANT will include the following appendices in the geotechnical report:

- Figures
- Boring Location Plan
- Subsurface Profiles
- Laboratory Testing Results
- Geotechnical Calculations

Section 7 Deliverables: - (NIC)

The CONSULTANT will provide a draft geotechnical engineering report to the DEPARTMENT for review and comment. A final geotechnical engineering report will be submitted addressing the DEPARTMENT's comments on the draft submission.

8.0 PUBLIC INVOLVEMENT

8.1 Public Outreach Plan

The CONSULTANT will prepare a Public Outreach Plan that is consistent with the DEPARTMENT'S "NEPA Public Involvement Manual". This task includes identifying stakeholders and key issues, as well as existing communications networks (such as newspapers, newsletters, radio stations, and electronic communication/social media tools). A draft public involvement plan will be developed and reviewed by the DEPARTMENT for approval.

8.2 Project Advisory Committee (NIC)

A Project Advisory Committee (PAC) will be established for this project in collaboration with the DEPARTMENT and the CONSULTANT. The primary responsibility of the PAC will be to participate in the overall project process, provide and disseminate information, review and comment on draft documents and Section 106-related issues and address specific environmental, social and economic issues associated with the development of project recommendations. The CONSULTANT will provide PAC members with a reasonable opportunity to review materials in advance of a scheduled advisory committee meeting. All project information will be e-mailed, or a hard copy will be sent via mail.

In addition to appropriate DEPARTMENT staff, relevant individuals, and parties of interest (such as town officials, representatives of local boards, commissions, and associations, businesses, residents, and others as identified and approved by the DEPARTMENT) will be invited to participate in the project PAC.

It is anticipated that the PAC will meet up to [#] times during this project. It is anticipated that [#] members of the consultant team will attend these meetings and that attendees will be knowledgeable about the project and able to speak to the major project concerns/topics, including key environmental resources and issues. [#] conference calls will be required to prepare for these meetings.

The CONSULTANT will:

- Fully develop the role and objectives of the PAC with the DEPARTMENT, so that the advisory role is clearly understood by all.
- Work with the DEPARTMENT and the PAC to ensure that representation is appropriate.
- Develop a tentative PAC meeting schedule, corresponding to key decision points in the project. Plan eight meetings of the PAC.
- Maintain a database of PAC members.
- Be responsible for scheduling the date and time, identifying the meeting location, and developing draft meeting notices for the DEPARTMENT approval.
- Prepare a draft agenda for each PAC meeting.
- Revise and finalize each PAC meeting agenda.
- Develop and coordinate meeting materials (i.e., reports, slides, illustrations, graphics, designs, and maps).
- Send (via email) meeting reminders to each of the PAC members three days prior to each meeting.

- Distribute (via email) PAC meeting notices, agenda and any draft documents to PAC members.
- Prepare meeting notices for placement on the project web site two weeks prior to the scheduled meeting.
- Facilitate each PAC meeting (At the first PAC meeting, present the objectives of the project, answer questions to clarify the objectives, and respond to general questions about the project).
- Revise and finalize meeting notes.
- Distribute meeting notes to PAC members.
- Make meeting notes available on a project webpage.

8.3 Public Officials Meetings

The CONSULTANT and DEPARTMENT may attend Public Officials Meetings to update community leaders [and abutters] regarding project development. These meetings will be held during the regularly scheduled meetings of the municipalities governing board or council. For this project these meetings will be planned to coordinate public participation in the NEPA process (including Section 106 requirements), both for public scoping and review of the environmental document. This scope includes two (2) Public Officials Meetings. These meetings are expected to last up to one hour each. It is anticipated that two (2) members of the consultant team will attend these meetings and that attendees will be knowledgeable about the project and able to speak to the major project concerns/topics, including key environmental resources and issues. Two (2) conference calls will be required to prepare for these meetings.

For each of these meetings, the CONSULTANT will be responsible for:

- Scheduling the date;
- Developing an agenda for meetings for the DEPARTMENT approval;
- Developing handout material, including PowerPoint presentations and display graphics for the DEPARTMENT review and approval prior to publication;
- Conducting a dry-run of presentation for the DEPARTMENT before meeting;
- Presenting the project materials, in conjunction with DEPARTMENT staff, at the meeting;
- Developing draft meeting minutes and summary of the comments received at each meeting and making changes based on the DEPARTMENT review and comments;
- Preparing approved meeting minutes for posting on the project webpage;
- Providing any PowerPoint presentations from meetings for posting on the project webpage.

8.4 Public Informational Meetings

Public informational meetings will be held to obtain input from the public regarding project development. These meetings will be planned to coordinate public participation in the NEPA process (including Section 106 requirements), both for public scoping and review of the environmental document. This scope includes two (2) Public Information Meetings held at key project milestones. Meetings will be held in convenient and accessible locations. These meetings are expected to last up to two hours each. It is anticipated that two (2) members of the consultant team will attend these meetings and that attendees will be knowledgeable about the project and able to speak to the major project concerns/topics, including key environmental resources and issues. Two (2) conference calls will be required to prepare for these meetings.

For each of these meetings, the CONSULTANT will be responsible for:

- Scheduling the date, time and meeting location;
- Developing an agenda for meetings for the DEPARTMENT approval;
- Developing handout material, including PowerPoint presentations and display graphics for the DEPARTMENT review and approval prior to publication;
- Conducting a dry-run of presentation for the DEPARTMENT before meeting;
- Presenting the project materials, as determined by the DEPARTMENT, at the meeting;
- Developing draft meeting minutes and summary of the comments received at each meeting and making changes based on the DEPARTMENT review and comments;
- Preparing approved meeting minutes for posting on the project webpage;
- Maintaining a log of each meeting; and
- Providing any PowerPoint presentations from meetings for posting on the project webpage.

8.5 Stakeholder Meetings (NIC)

The CONSULTANT will, in conjunction with the DEPARTMENT, meet one-on-one with residents and businesses affected by the project as well as provide briefings to civic groups or local governmental entities. Meetings will include the DEPARTMENT personnel as appropriate. Up to [#] meetings are included in this scope. It is anticipated that [#] members of the consultant team will attend these meetings and that attendees will be knowledgeable about the project and able to speak to the major project concerns/topics, including key environmental resources and issues. [#] conference calls will be required to prepare for these meetings.

For each of these meetings, The CONSULTANT will be responsible for:

- Scheduling the date, time and meeting location;
- Reviewing the agenda and handout material and/or presentation with the DEPARTMENT prior to the meeting;
- Presenting the project materials at the meeting; and
- Developing minutes and summary of the comments received at each meeting and distributing them to the DEPARTMENT.

8.6 Outreach Materials

a. Contact List

The CONSULTANT shall maintain a mailing list of Interested Parties throughout the project process. The Interested Parties mailing list shall include, but may not be limited to:

- Legislators from US Congress, Executive Council, State Representative and Senate;
- Individuals or organizations that have indicated an interest in this project;
- Stakeholders;
- Media;
- Abutters;
- Section 106 Consulting Parties;
- Local Municipal Officials; and
- Other interested parties.

b. Media Relations (NIC)

The CONSULTANT will provide supportive materials to the DEPARTMENT communications staff to assist the department with publicizing public meetings in newspapers, radio and TV stations that cover the local area. The CONSULTANT will provide a draft media advisory to the DEPARTMENT for [#] public meetings with pertinent information on the date, time, location and purpose of the public meetings and project status. The DEPARTMENT will be responsible for initiating all media contact.

c. Newsletters (NIC)

The CONSULTANT will produce mailer/newsletters at the following milestones:

- At the beginning of the project, announcing the project and advertising the first public meeting.
- At development of preliminary draft alternatives phase when alternatives are ready for public review and a public informational meeting is scheduled.
- At development of final draft alternatives phase when alternatives are ready for public review and a public informational meeting is scheduled.
- At the conclusion of the design phase announcing the preferred design and next steps, including schedule for construction.
- [Include any additional milestones]

d. Websites

The CONSULTANT will provide the DEPARTMENT relevant project information in electronically formatted files for the agency to post in the "Project Center" section "Project Specific Information" subsection of the DEPARTMENT website. Information provided may include notices of upcoming public meetings, meeting presentations, color plans, newsletters, project reports, conference reports, and contact information on how to communicate with the project team.

e. Comments (NIC)

The CONSULTANT will develop and maintain a database of all comments and responses received. Track all comments and responses within the database. The CONSULTANT will draft responses to comments, and if requested by the DEPARTMENT, respond directly to the public.

f. Meeting mailers/postcards

Direct expense costs to be carried for mailing services.

g. Visualizations (NIC)

h. Surveys (NIC)

8.7 Public Hearing

The CONSULTANT will prepare for and attend one Public Hearing to be held at a date and time determined by the DEPARTMENT. It is anticipated that three (3) members of the consultant team will attend the Public Hearing. This task includes:

- Development of presentation and exhibit materials, including the colored hearing handout, a colored hearing roll plan and colored section and elevation view drawings for the Hearing and modified graphics, if necessary for the Finding of Necessity.

- In addition to the Hearing itself, the CONSULTANT will attend one Hearing preparation meeting with Department staff, one prehearing utility conference, one Hearing “Dry-run” with the Special Committee or Commission, and the Finding of Necessity. It is anticipated that three (3) members of the consultant team will attend these meetings.
- The CONSULTANT will be required to provide an environmental hearing statement to be presented by the DEPARTMENT at the Public Hearing as well as the Pre-Hearing Conference.
- The CONSULTANT will provide responses to Hearing comments, as requested by the DEPARTMENT, to assist in the preparation of the Report of the Commissioner.
- The CONSULTANT will assist with review of minor design modifications to address comments received at the Public Hearing. [define assumptions based on project complexity]
- Review the Public Hearing transcript for accuracy and provide comments to the DEPARTMENT.
- If any of these meetings entail a virtual component, the CONSULTANT will prepare a slideshow for use during the meeting.

9.0 MEETINGS

The CONSULTANT will attend the following meetings. The CONSULTANT will prepare agendas in advance of the meetings and be responsible for the preparation of conference reports/minutes to document all meetings. Meetings required include:

9.1 Kickoff Meeting

The CONSULTANT will coordinate to hold a kickoff meeting with the DEPARTMENT to discuss the scope of work, review near and long-term project milestones, and establish communication protocols and decision-making structure.

9.2 Natural Resource Meetings

The CONSULTANT will attend two (2) NHDOT Natural Resource Agency Coordination Meetings. These meetings provide environmental regulatory agencies an opportunity to review proposed designs, design alternatives, and potential impacts throughout design. Agencies include FHWA, US Environmental Protection Agency (EPA), US Fish and Wildlife Service, ACOE, NH Fish and Game Department, NHHNB, and NHDES. The CONSULTANT will prepare a presentation for this meeting in collaboration with the DEPARTMENT and will assist in presenting the proposed project and resource concerns. The CONSULTANT will also be responsible for taking meeting minutes.

9.3 Cultural Resource Meetings

The CONSULTANT will assist with the preparations for and attend up to three (3) Cultural Resources Agency Coordination Meetings to discuss eligibility, effects determinations, and cultural resource mitigation for the project. This will include the preparation of PowerPoint presentations and handouts. The CONSULTANT will prepare minutes for each meeting documenting the topics of discussion, comments and issues, follow-up action items, and any agreements or resolutions discussed. Minutes of the meeting will be distributed in Word format to the NHDOT Cultural Resources Program.

9.4 Design Collaboration Meetings

It is expected that over the course of the project, a series of collaboration meetings will be held. These collaboration meetings, attended by key CONSULTANT and DEPARTMENT staff, will be held in advance of each formal submission, as needed. The CONSULTANT will provide an update on the project status and

their approach to various design issues, followed by an open and collaborative discussion with the DEPARTMENT staff members to determine how to best advance the design. Attendees will be determined based on the topics to be discussed. The CONSULTANT will be responsible for scheduling these meetings. For purposes of this scope, it is assumed that ten (10) design meetings will be included in this scope.

9.5 Submission Review Meetings

At each design phase, the CONSULTANT and DEPARTMENT will meet to discuss critical items and review comments. It is anticipated that there will be three (3) submission review meetings during the Preliminary Design phase.

9.6 Front Office Meetings

The CONSULTANT will prepare for and be the lead presenter at four (4) Front Office Meetings. These meetings are anticipated ahead of each public meeting, for review of the alternatives, and ahead of the Public Hearing. The CONSULTANT will provide illustrative plans to hang in-person, PowerPoint presentations (as applicable), Front Office Project Information Sheet (FOPIS), and be the lead for all meetings. The FOPIS and any presentation materials will be submitted to the DEPARTMENT for review two weeks prior to the meeting date.

9.7 Estimate Review Committee Meetings

The CONSULTANT will prepare for and be the lead presenter at one (1) Estimate Review Committee Meetings. These meetings are anticipated ahead of presenting at Front Office Meetings to ensure the committee agrees with how the estimate has been prepared. Preparation includes completing necessary cost estimates (typically as part of the design task), requesting to be placed on the agenda, and preparation of the presentation. Items should be submitted to the DEPARTMENT for review two weeks prior to the meeting date.

9.8 Traffic Control Committee Meetings

The CONSULTANT will prepare for and attend one Traffic Control Committee Meeting to present the project traffic control plan. Preparation includes completing the Traffic Control Memo, requesting to be placed on the agenda, and preparation of any necessary cross-sections or other graphics needed to fully explain the project's anticipated traffic control measures and strategies.

10.0 PROJECT ADMINISTRATION

10.1 Project Management

The CONSULTANT will perform general administration of the project, including email and phone communications, meetings and coordination, as well as preparing progress reports and routine schedule updates.

10.2 Project Coordination with the DEPARTMENT- (NIC)

The CONSULTANT will perform the following tasks as a part of the Project Initiation and Coordination with the DEPARTMENT:

- Project startup, team coordination meetings including meeting minutes and prepare contract agreements.
- Coordination with the DEPARTMENT to identify additional activities (if any) or necessary modifications to contract.

10.3 Coordination with Subconsultants

The CONSULTANT will coordinate approved project scope with subconsultants, and track progress compared to approved budgets and schedules. Subconsultants will be included in meetings, as required, during the design progress.

10.4 Invoicing and Progress Reports

The CONSULTANT will develop and provide monthly invoicing and progress reports. Subconsultant invoices will be reviewed by The CONSULTANT for completeness and accuracy prior to inclusion in the CONSULTANT invoice.

10.5 Project Schedule Management

The CONSULTANT will perform the following tasks as part of Project Schedule Management:

- Prepare the initial project schedule for design and reviews.
- The design schedule will be reviewed monthly and updated when needed. The updated version shall be submitted with the next Invoice.
- The project duration for this Agreement is expected to be thirty (30) months with notice to proceed.

10.6 General Project Assumptions

- The project will be developed in Imperial/English units.

10.7 Project Closeout

Coordinate closeout of project Preliminary Design phase, including satisfactory delivery of electronic files, reports, plans etc.

Attachment B – Exeter 44410

DEI Acknowledgement

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

Firm acknowledged: Eiv T. Parth 4/27/2026
(initials) (date)


Department acknowledged: DM 4/30/26
(initials) (date)

Attachment C – Exeter 44410

CONFIRMATION OF INSURANCE COVERAGE

The parties hereby acknowledge that Weston & Sampson Engineers, Inc. (the "Contractor") possesses a professional liability insurance policy where coverage is provided on a "claims-made" basis. Article IV, Section J, Part 3.a.3 of this Contract provides that, for such a policy, "the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract." The Contractor's insurance policy does not carry a three-year reporting period because its insurance is renewed on an annual basis. The parties agree that this coverage is sufficient under the Contract, provided that the Contractor annually renews its coverage (or obtain equivalent or greater coverage from another insurer) in an amount not less than that provided by Article IV, Section J, Part 3.a.3 for at least three years from the date of substantial completion of the Contract.

Print Name: Eric T. Reitter, Contractor

Signature: 

Date: April 27, 2026

Print Name: **DAVID RODRIGUE, P.E.
COMMISSIONER**, Department of Transportation

Signature: 

Date: 4/30/26

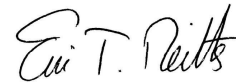
Attachment 1

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.

Weston & Sampson Engineers, Inc.

(Company)



(Signature)

Eric T. Reitter

(Print Name)

Senior Vice President

(Title)

April 27, 2026

(Date)

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(bX1) 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(bXI) 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.

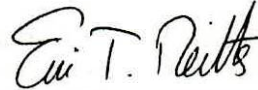
(Revised: June 1980) **Note:** TO be completed by the CONSULTANT when signing AGREEMENT.

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.



(Signature)

Eric T. Reitter
(Printed Name)

Senior Vice President
(Title)

April 27, 2026
(Date)

Certification of Consultant/Subconsultant

I hereby certify that I am the Senior Vice President and duly-authorized representative of the firm of Weston & Sampson Engineers, Inc., and that neither I nor the above firm I here represent has:

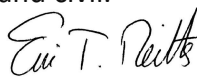
- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years except as here expressly stated (if any):

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

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

April 27, 2026
(Date)



 (Signature)
 Eric T. Reitter

 (Printed Name)
 Senior Vice President

 (Title)

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):



(Signature)

DAVID RODRIGUE, P.E.
(Printed Name) COMMISSIONER

(Title)

4/30/26
(Date)

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

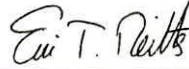


Melanie K. Miller

Technical Project Coordinator

April 27, 2026

CONSULTANT



(Signature)

Eric T. Reitter

(Printed Name)

Senior Vice President


(Title)

April 27, 2026

(Date)

Department of Transportation

Witness to the State of New Hampshire



Savannah wood

Program Specialist II

4/30/26

The State of New Hampshire



(Signature)

DAVID RODRIGUE, P.E.
COMMISSIONER

(Printed Name)

(Title)

4/30/26

(Date)

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: 5/15/2026

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 WESTON & SAMPSON ENGINEERS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on January 29, 1998. 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: **286390**

Certificate Number: **0007908680**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2026.

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

David M. Scanlan
Secretary of State

Clerk's Certificate of Vote

The undersigned Clerk of Weston & Sampson Engineers, Inc., hereby certifies that at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on April 16, 2026. This certificate is valid for the period April 16, 2026, through December 16, 2026.

VOTED: To authorize
Jeffrey J. Alberti Francis M. Ricciardi

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business up to \$10,000,000.

VOTED: To authorize
David M. Elmer John A. Figurelli Brandon M. Kunkel Hillary M. Lacirignola
Eric T. Reitter Michael J. Richard Leah E. Stanton Anthony Zerilli

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business up to \$5,000,000.

VOTED: To authorize
S. Roger Alcott Kevin A. MacKinnon Meghan E. Moody Jaurice A. Schwartz
Robert J. Bukowski Colleen A. Manning Kent M. Nichols John M. Sykora
John C. Colton Blake A. Martin Frank E. Occhipinti Patrick A. Terrien
Kipling R. Gearhart Margaret A. McCarthy Christopher M. Perkins
Indrani Ghosh Jeffrey W. McClure Kimberly A. Plourde
Kara D. Keleher Tara E. McManus Cheri F. Ruane

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business up to \$3,000,000.

VOTED: To authorize
Daniel P. Biggs Frank A. Getchell Paul A. McKinlay Robert G. Tedeschi
Scott R. Brusio Rob F. Good, Jr. Nathan E. Michael Laurie R. Toscano
Timothy P. Corrigan Paul R. Greco Steven K. Pedersen Paul V. Uzgiris
Patrick M. Cotton Johanna D. Hall Jeffrey C. Provost Raju S. Vasamsetti
Sarah R. DeStefano Michael D. Kastanotis Corey N. Repucci Michael D. Warner
Michael J. DiPalma Peter J. Kolokithas Robin M. Seidel Stephen P. Wiehe
Gregory M. Dorosh Brian J. McCormack Steven D. Shaw Joseph M. Zongol
Tulin H. Fuselier Joseph W. McGougan Daniel E. Sheahan

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business up to \$500,000.

VOTED: To authorize
Cassandra B. Bethoney Jesse M. Johnson Brian P. McCusker Nathan M. Seifert
Todd M. Bridgeo Michael V. Kapareiko Craig P. Miner Stephen T. Spink
Ryan R. Chmielewski Christopher S. Kennedy Janet S. Moonan Carl W. Stone
Keith L. Christopher Samuel H. Kenney Michael E. Paulin Shawn D. Tomlinson
Melinda R. Costello Daron G. Kurkjian John C. Potts Andrew W. Walker
Rachel B. Cotter Steven J. LaRosa M. James Riordan Anthony J. Wespiser
Gary C. Ferrante Johnathan R. Law Jeffrey W. Santacruce Patrick M. Yeo
Kevin (Chip) S. Hutchens Paige M. Lux Christopher R. Schuyler

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business up to \$100,000.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.



Christopher M. Perkins, PE, Clerk

April 16, 2026

Date



