



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



Sam  
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Victoria F. Sheehan  
Commissioner

William Cass, P.E.  
Assistant Commissioner

Bureau of Bridge Design  
April 13, 2020

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

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an Agreement with Kleinfelder Northeast, Inc., Manchester, NH, Vendor #174502, for an amount not to exceed of \$314,757.94, for the final design to replace the Red List bridge carrying NH Route 101 over Pulpit Brook and add a left-turn lane at Twin Brook Lane in the Town of Bedford, effective upon Governor and Council approval, through December 31, 2021. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2020 and State FY 2021, and funding is contingent upon the availability and continued appropriation of funds in State FY 2022, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
04-96-96-963515-3054			
Consolidated Federal Aid			
046-500463 Eng Consultants Non-Benefits	\$14,757.94	\$250,000.00	\$50,000.00

**EXPLANATION**

On September 7, 2016, the Governor and Council authorized the Part A preliminary design agreement with Kleinfelder Northeast, Inc. (Item #18, copy attached) for the rehabilitation or replacement of the 1936 constructed twin 6.5-foot concrete pipes carrying NH Route 101 over Pulpit Brook in the Town of Bedford. This bridge (Br. No. 090/065) is on the State's Red List of deficient bridges and is priority number 46 on the 2018 Bridge Rehab and Replace Priority List. The structure will accommodate 2-lanes of traffic (one lane in each direction) with appropriate shoulders. This project is currently included in the draft Ten-Year Transportation Improvement Plan (Bedford 13692C) for Construction funding starting in Fiscal Year 2021.

In the Part A agreement, the Department reserved the right to either negotiate a scope and fee for the Part B final design services or terminate the contract. Since the firm of Kleinfelder Northeast, Inc. satisfactorily completed the Part A services for this project, the Department proposes to continue with this firm to perform the Part B final design.

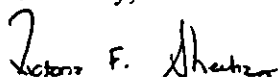
Kleinfelder Northeast, Inc. has agreed to furnish the professional engineering final design services for an amount not to exceed \$314,757.94. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan  
Commissioner

Attachments

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## **ATTACHMENTS**

- A. **SCOPE OF SERVICES** Prepared by Kleinfelder Northeast, Inc. dated February 20, 2020

## **AGREEMENT EXECUTION ATTACHMENTS**

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

AGREEMENT  
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 22<sup>nd</sup> day of April in the year 2020 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 Kleinfelder Northeast, Inc., with principal place of business at 550 West C Street, Suite 1200, in the City of San Diego, State of California, and New Hampshire branch office at 77 Sundial Avenue, Suite 306W, 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 replace the Red List bridge (Br. No. 090/065) carrying NH Route 101 over Pulpit Brook and make improvements at the intersection of Twin Brook Lane with NH 101, located just west of the bridge, in the Town of Bedford.

The DEPARTMENT intends to have prepared for said contract final design, contract plans, specifications, special provisions; and estimates of quantities and costs. These services are outlined in the CONSULTANT'S Scope of Services dated February 20, 2020 (included in this AGREEMENT as Attachment A) and Fee Proposal dated March 11, 2020 which 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 consists of replacement of the Red List bridge (Br. No. 090/065) carrying NH Route 101 over Pulpit Brook and improvements at the intersection of Twin Brook Lane with NH 101, located just west of the bridge, in the Town of Bedford. The project begins approximately 500' west of the Amherst/Bedford Town Line and extends approximately 2400' east.

This final design Part "B" AGREEMENT is for completion of final design and construction services. This project is shown in the Draft 2021-2030 Ten-Year Plan for construction in FY 2021 and FY 2022.

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

The scope of the work involves the final design and preparation of contract plans, specifications, and estimates for the layout described above and approved as a result of the Public Hearing and documented in the Environmental Document. The preliminary horizontal and vertical alignments previously developed in the Slope and Drain submission will be used as a basis in preparation of the final plans.

Designs shall consider temporary and permanent erosion-control and water quality measures, traffic control measures, utility coordination, drainage, treatments to minimize environmental impacts, highway signage, lighting, pavement markings, highway landscaping and phased bridge construction techniques.

Coordination may be required between the DEPARTMENT and the Town of Bedford. The CONSULTANT shall be prepared to support such efforts as required. Responsibilities of the CONSULTANT team shall include attendance of meetings when asked, preparation of minutes reflecting meeting commitments and preparation of illustrative plans and exhibits for the meetings, as directed by the DEPARTMENT.

Ground survey detail provided by the DEPARTMENT will be used to develop the required final design and contract plans.

#### **C. SCOPE OF WORK (GEOTECHNICAL)**

A geotechnical program to supplement the information obtained under Part A shall be provided by the DEPARTMENT. No geotechnical work by the CONSULTANT is anticipated. The CONSULTANT will assist the DEPARTMENT in the development of plans necessary to locate or document subsurface explorations.

## ARTICLE I

### D. SCOPE OF WORK (ENVIRONMENTAL)

The CONSULTANT shall be responsible for the following:

1. The CONSULTANT shall provide updated wetland delineations.
2. The CONSULTANT shall prepare a NHDES Standard Dredge and Fill Permit and be responsible for plans and computations for impacted areas. These plans shall provide all necessary data, area hatching (according to DEPARTMENT standards) and detail so that these plans can be forwarded to the respective regulatory agencies as appropriate attachments for the permit applications. The CONSULTANT shall be responsible to complete the permit applications and provide all supporting documentation (e.g. photographs).
3. Prepare and submit a NHDES Shoreland Permit if required. The CONSULTANT shall be responsible for plans and computations for impacted areas. The CONSULTANT shall be responsible to complete the permit applications and provide all supporting documentation (e.g. photographs).
4. Incorporate invasive species information provided by the DEPARTMENT into the plan submissions. Information provided will include quantity, estimate and summary of the invasive species removal items.
5. Permanent erosion and sedimentation control and water-quality features shall be shown at the Slope and Drain Plan - Roadway submission with design backup calculations complete. The CONSULTANT shall furnish pre and post-development design calculations with Q2, Q10, Q25, and Q50 flows, and water quality volumes, as appropriate.
6. The CONSULTANT shall also be responsible for the development of erosion control plans substantially conforming to. The DEPARTMENT will submit the plans to NHDES, as part of the Wetland Permit application.
7. The CONSULTANT shall follow guidance developed by the DEPARTMENT for the management of Limited Reuse Soils (LRS). The CONSULTANT shall design for the reuse of LRS to the extent practicable to reduce excess material requiring offsite disposal. Recommended temporary stockpile location(s) shall be addressed during the final design to the extent that appropriate items and quantities are developed for bidding purposes. This will need to be assessed at the slope and drain phase of the project.

The CONSULTANT'S plans shall include all commitments made in the environmental documents, to the extent practicable.

## ARTICLE I

### **E. SCOPE OF WORK (FINAL DESIGN)**

The scope of work proposed by this AGREEMENT includes:

1. The development of base plans drafted by the CONSULTANT using ground survey provided by the DEPARTMENT. The CONSULTANT shall be responsible for the incorporation of environmental resource mapping, utility information, right-of-way and property line information, etc. Of these, only the utility information will be provided by the DEPARTMENT, all other information will be as noted elsewhere in this document.
2. The refinement of the alignment, grades and intersections of the proposed roadway(s) as shown on the Slope & Drain plans as prepared by the CONSULTANT under Part "A".
3. The preparation of complete designs, including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates and documents for the required submissions to the DEPARTMENT, the Federal Highway Administration and/or any other STATE or Federal agency that may be required.
4. The design and preparation of contract plans for construction of the roadway, structures, traffic control plans, construction phasing plans, guardrail, and drainage facilities (including Best Management Practices for permanent erosion- and sedimentation-control and water-quality features), temporary and permanent traffic signals (including phasing, conduit, signal coordination, foundations, and other signalization-issues), landscaping plans and appurtenances in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT.
5. The design and development of all permanent guide, warning and regulatory signing into the contract plans, including the sign text sheets and quantity summary sheets. All signing on the plans shall be closely coordinated with the location of guardrail installations, slopes, utility locations (including street lights and underground utilities) and drainage-system locations to avoid conflicts and to determine which support system will be required to install the signs. The CONSULTANT will be responsible to identify all conflicts and to make necessary adjustments to highway signing.
6. The incorporation into the contract plans (including the quantity summary sheets) of all temporary guide and regulatory signs, permanent construction signing, and temporary pavement markings required for use with detours or construction staging. These signs and locations, including identifying the location of overhead sign structures, shall be shown on the Traffic Control Plans.
7. The design of all supporting members for utilities that traverse any bridge structure if required.
8. The design and development of all pavement marking layouts, item numbers, item descriptions, and quantities for inclusion into the contract and appropriate summary tables within the plan sets. The pavement markings shall be progressed such that the design can be reviewed and approved by the DEPARTMENT for incorporation into the PPS&E submission.



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The engineering design shall take into consideration all factors affecting the cost of the construction, such as foundation problems, earthwork quantities, erosion and sedimentation control, water-quality-treatment issues, construction phasing and complexity, utilities affected, environmental, construction materials, etc. During all phases of design, the CONSULTANT shall make a continuous effort to identify and minimize impacts on existing and proposed utilities.

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

The CONSULTANT shall submit for review, as requested, progress prints showing grades, cross-sections, special details and general design. Paper prints shall be submitted upon request for soils studies, right-of-way use, evaluation of utility impacts, and other purposes. The DEPARTMENT will provide the existing right-of-way layout and property layout in the appropriate CAD/D format. The CONSULTANT shall incorporate the abstracting information into the base plans.

All horizontal alignment notes including traverse-line notes furnished by the DEPARTMENT shall be computed by the CONSULTANT to include coordinates.

Designs shall conform to the current standards, specifications, policies and guidelines enumerated in the Federal-Aid Policy Guide, Subchapter 6, Part 625, or to 23 Code of Federal Regulations, Part 625 and the DEPARTMENT'S Design Manuals and Standard Plans for Road and Bridge Construction, except as approved.

Data from survey notes shall be transcribed and plotted on base plans, profiles and cross-sections as required, if not furnished by the DEPARTMENT under Article I-G.

Visits to the site shall be made during the design to detect changed field conditions, assess drainage features and, if required, additional surveys will be performed by the DEPARTMENT upon request. The DEPARTMENT will process additional survey requests to the extent necessary to ensure continuity between new and current detail model files. The DEPARTMENT will incorporate these files into the current detail base plans and digital terrain models (DTM) to include all drafting, labeling, detailing and field checking of the detail. Additional surveys may be required throughout the design process, and the CONSULTANT shall modify the design, as necessary, based upon the updated survey information.

The CONSULTANT shall examine which elements of design, such as horizontal and vertical alignments, typical sections, traffic control, earthwork utilization, drainage pipes and structures, as well as soils suitability, might affect aerial and underground utilities. Any conflict between design elements and utilities shall be identified and brought to the attention of the DEPARTMENT. A special effort shall be

## ARTICLE I

made by the CONSULTANT to modify drainage features in order to avoid conflicts with underground utilities.

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 (including quantity estimates) shall have been appropriately checked and include appropriate supporting calculations and materials (i.e. plan areas). The PS&E submission and contract plans shall have had complete final and "three-way" checking.

The CONSULTANT shall confirm all computations and design calculations. The CONSULTANT shall furnish two (2) permanent, legible copies of the design calculations, suitably bound, and when directed, all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.

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

The specific scope of work for this AGREEMENT shall be as described in Attachment A, dated February 20, 2020, prepared by the CONSULTANT and accepted by the DEPARTMENT.

### **F. SCOPE OF WORK (UTILITIES)**

The utility coordination for this project will be performed by the DEPARTMENT. The CONSULTANT shall incorporate utility relocations, as designed by the individual utility owner, into the contract plans. Municipal utility relocations (e.g., sewer and/or water), as approved by the DEPARTMENT, shall be included, as necessary, into the contract plans, cross-sections, summary sheets and estimate. Non-participating municipal utility relocation items shall be kept separate from the highway and/or bridge items in the estimates submitted. The DEPARTMENT will provide the unit item numbers and unit prices to be used for the utility relocations.

### **G. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in English 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. All existing survey and baseline data on disk or tape, notes and note reductions in the format outlined in the DEPARTMENT'S CAD/D Procedures and Requirements. An electronic ground model will be provided, if available, along with all existing information that can be used to create a model.

## ARTICLE I

- b. Electronic survey-data-file notes (meaning an unprocessed, survey-data dump) of all additional surveys requested by any party during the design process. The CONSULTANT shall be responsible for the reduction, editing and incorporation of this data into the ground-terrain model and the plans. This data will be provided in a format as indicated in paragraph 1.a. above. Upon completion, the CONSULTANT shall confirm that the survey is correct by conducting appropriate field inspections.
  - c. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the ground-terrain model and plans shall be the responsibility of the CONSULTANT.
  - d. Electronic drawings in Microstation format, along with reproducible sheets, 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 DEPARTMENT'S CAD/D Procedures and Requirements.
  - e. Electronic drawings in Microstation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of preliminary base plans to the DEPARTMENT for use by the utilities. The CONSULTANT shall be responsible for the incorporation and manipulation of this information (either in paper or electronic format) into the plans, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
  - f. Electronic drawings in Microstation format of the Right-of-Way data, approximate property lines, and parcel owners. These electronic files containing abstracting information will be updated, as necessary, throughout the development of the project. The CONSULTANT shall be prepared to incorporate refinements from the Department, to the electronic files, as needed.
  - g. Prints of any information outlined in Article I.F.1.a. thru f. above, both existing and proposed, when available, for verification by the CONSULTANT.
2. Prints of the following information, for incorporation into the plans by the CONSULTANT:
- a. Existing bridge and highway plans
  - b. All survey data and field notes of all surveys requested by any party during the design process. The CONSULTANT shall be responsible for the incorporation of this data into the plans.
  - c. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary. Incorporation of this information into the plans will be the responsibility of the CONSULTANT.

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Roadway typical sections and other detail sheets shall be provided upon request by the CONSULTANT.

3. Prints of the following information:

a. Any additional information (e.g., abstracting, utilities, etc., not available electronically) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.

4. Data-exchange files of existing conditions not previously provided to the CONSULTANT. Reduction and incorporation of this material shall be the responsibility of the CONSULTANT.
5. Right-of-way data, property lines and parcel owners. The information provided by the DEPARTMENT shall be verified and confirmed by the CONSULTANT prior to the development of right-of-way registry plans.
6. Proposal for bidding and Standard Specifications for Road and Bridge Construction, Standard Plans for Road and Bridge Construction, plus supplemental specifications and special provisions that the DEPARTMENT currently has.
7. Geotechnical investigations and recommendations.
8. Conceptual design and layout of highway lighting (temporary and permanent) if deemed necessary. The CONSULTANT shall be responsible for incorporating the design and layout into the project documents and for recommending adjustments required to avoid conflicts.
9. Conceptual design and layout of ITS features, if deemed necessary. The CONSULTANT shall be responsible for incorporating the design, layout, details and estimates into the project documents and for recommending adjustments required to avoid conflicts.

Any updates of the DEPARTMENT-supplied CAD/D information will be released to the CONSULTANT throughout the duration of the AGREEMENT, as appropriate. The DEPARTMENT shall be held harmless from any and all loss, damage, expense or liability whatsoever resulting from the use of these programs and macros or translated information. The DEPARTMENT may supply the documentation for use with these programs and macros but shall not be responsible for any training in their use.

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

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

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

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The CONSULTANT shall report progress to the DEPARTMENT in conjunction with DEPARTMENT'S Standardized Invoicing process. Invoices 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. For months with no progress or less than \$10,000 cumulative work since the last invoice, a status report briefly describing the reasons for little or no progress shall be submitted.

### **I. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS**

During the prosecution of this AGREEMENT, the CONSULTANT shall prepare and submit to the DEPARTMENT separate submissions as described hereinafter.

The CONSULTANT, with each submission, shall submit a transmittal describing the "design issues" addressed in that submission. In addition, the transmittal shall include anticipated or outstanding issues and the CONSULTANT'S recommendations. All issues shall be noted as to whether the CONSULTANT feels that the issue is within the scope of work described in Article I.

All plan drawings, including size of sheets, lettering, symbols and scale of said drawings, shall conform to the requirements and standards of the DEPARTMENT. Any and all CAD/D-related work completed during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT. The Final construction plans and cross-section sheets shall be submitted on quality paper prints. Construction and right-of-way plans shall be submitted on 22 in. x 34 in. sheets.

In addition to the final plans being furnished as noted herein, the CONSULTANT shall provide electronic file copies of all highway project plan sheets with real State plane coordinates, including, but not limited to, final quantity sheets, typicals and detail sheets, general plans and profiles, traffic-signal sheets, cross sections and right-of-way plans. In addition to these plan sheets, an electronic file of the entire project's final design shall be submitted in an "uncut" format showing all design features in a real State plane coordinate system, unrotated. These final electronic files shall be indexed with file name, description of the contents of the file and project sheet number as applicable. All files shall be submitted in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. Any plans (e.g. quantity summary sheets) produced from a spreadsheet (e.g. Excel, or equivalent) shall be submitted in ASCII file or format suitable for incorporation into Microsoft Office or the current DEPARTMENT software. The final Special Provisions(s) and other documents, as requested, shall be submitted in both electronic format (Microsoft Word-compatible) and hard copy. The CONSULTANT shall also be prepared to submit separate electronic files of all alignments, bound locations and other project features, as requested, in a format acceptable to the DEPARTMENT, throughout the design contract, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements.

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The CONSULTANT shall also provide a hard copy of all proposed alignments (25-foot minimum station interval and curve control points) with associated State plane coordinates (x, y, z).

### 1. Roadway Design Submissions

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

#### a. Preliminary Plans – Completed under Part A

#### b. Slope and Drainage Plans - Roadway

The Slope and Drainage Plans submission shall include slope lines, drainage-system details and drainage features, and proposed right-of-way lines, including drainage, slope and/or construction easements. The plans shall include typical sections, plan views, profiles, guardrail locations, and cross-sections with complete template plotted and appropriate references on the plans relative to drainage design to assist with the review of the drainage design and the backup drainage calculations. The submission shall be supplemented with a list of utility conflicts that could not be avoided during the design. Complete Best Management Practices for permanent erosion and sedimentation control features and water-quality appurtenances shall be shown accompanied by backup calculations. The backup calculations shall also include a narrative, mapping and computations addressing pre-construction and post-construction (and post-development, if applicable) drainage conditions and applicable drainage-control features. Two bound drainage-computation books shall be submitted with all backup drainage calculations illustrated and referenced to each drainage appurtenance shown based on the drainage design. At this time, a field inspection shall be held with the DEPARTMENT and indicated design changes or corrections shall be made and incorporated into the plans for the PS&E submission. Any indicated revisions to fit actual field conditions, including any horizontal and vertical alignment revisions found necessary during this field inspection and any resulting corrections to the right-of-way requirements, shall be made by the CONSULTANT.

Also, with the Slope and Drainage submission, the CONSULTANT shall submit the Traffic Control Plans in near-final form showing temporary slopes, lane uses and widths, overhead-sign structures, temporary traffic signals, temporary guardrail and barrier locations, temporary drainage, temporary easements, profiles, temporary drives, detour cross-sections and superelevations, etc. with backup calculations. Construction phasing shall be shown with narratives for each phase.

At this submission, a design narrative and a revised estimate shall be prepared and submitted by the CONSULTANT based on the best information and design features shown in this submission relative to the anticipated construction including any detours or temporary widenings.

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Following incorporation of the DEPARTMENT'S comments on the Slope and Drainage Submission, the CONSULTANT shall submit Wetland Impact plans (and Erosion Control Plans) showing permanent and temporary impacts for each wetland for each phased construction contract for inclusion with the wetland permit applications. These areas shall be hatched according to the DEPARTMENT'S standards. Accompanying these plans, the CONSULTANT shall provide a tabulated impact summary showing wetland identification numbers, areas of fill or dredged volumes in the temporary and permanent conditions for each construction contract and the final build-out for this project.

d. Utility Plans

Following submission and review of the Slope and Drainage submission, the CONSULTANT shall incorporate DEPARTMENT comments into the design layout and assemble the plans into a cut-sheet format. The CONSULTANT shall then furnish 3 sets of cut-sheet plans (paper prints) of front sheet, plans, profiles and five sets of cross-sections and a list of revised utility conflicts for use by the Design Services Section. The CONSULTANT shall also submit separate electronic files of this information, in a format acceptable to the DEPARTMENT, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. This submission plan set is intended to facilitate the identification of the scope of work required by various utilities to comply with the planned construction. The plans are intended to reflect the near-final design of drainage systems with all appurtenances, erosion- and sedimentation-control features, other structures, right-of-way lines (proposed permanent and temporary, and existing), curbing, pavement layout, sign structures, traffic signals, slope limits, guardrail, final template plotted on cross-sections, detours and detour cross-sections, traffic-control issues with construction phasing, underdrain, drive locations, sidewalks, clearing-and-grubbing limits, fencing requirements, building demolition and lighting and signal conduit. Also, the plans shall reflect all existing detail, existing drainage and existing utilities. The intent is to have incorporated all comments from the preliminary right-of-way submission and the Slope and Drainage submission along with design work that has progressed. All final-design notes may not be necessary, but the scope of construction shall be evident to the reviewing utilities. This plan set will not be reviewed and comments will not be given to the CONSULTANT for this submission by the DEPARTMENT. Copies of this plan set shall be forwarded to the Design Services Section to finalize the utility relocations, as required. The plans shall show the status of the design prior to preparation of the Preliminary PS&E submission.

## ARTICLE I

e. Preliminary PS&E – Roadway and Bridge

The PPS&E Submission shall incorporate revisions, if any, in the Slope & Drain Plans, Utility Plans and Right-of-Way Plans as approved by the DEPARTMENT.

The Preliminary PS&E submission shall consist of plans (electronic and paper prints) of preliminary contract drawings, draft special provisions for items for which current specifications are not available from the DEPARTMENT, and a Preliminary PS&E estimate of quantities and costs. The plans, representing approximately 80% completion, shall include title sheet, typical sections, all plan sheets, profile sheets, curb- and pavement-marking-layout plans, traffic signal plans, complete traffic control plans, cross-section sheets and necessary detail sheets. Bridge plans shall include plan and elevation, survey plan and profiles, boring logs, masonry plans, superstructure plans and detail sheets. Also, landscaping, seeding and grading plans shall be included, if required. Quantity Summary sheets shall be submitted. All item summary boxes for items that are nearly complete shall be shown and note line-entries completed. Rounding and totals are not required. Item summary boxes of expected work not yet quantified shall be included and shown without line-entries completed. In developing the plans to the Preliminary PS&E stage, the DEPARTMENT will require an estimate of the quantities, expected unit costs, and total costs prepared in the form and manner prescribed by the DEPARTMENT for the Preliminary PS&E submission for each construction contract. An electronic copy of the spreadsheet shall be submitted for each estimate in a format furnished by the DEPARTMENT. Roadway items shall be kept separate from bridge items. Two bound copies of the quantity calculations shall be furnished with the estimate. The plans shall reflect all comments from the Slope and Drainage Plans submission and issues that appear during final design. Two bound copies of the drainage-computations book (as revised, based on Slope and Drainage comments) including temporary drainage computations for each contract shall be submitted with the Preliminary PS&E submission.

f. PS&E – Roadway and Bridge

Upon approval in writing by the DEPARTMENT of the Preliminary PS&E submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PS&E submission, representing about 95% completion. Comments resulting from the DEPARTMENT's review of the Preliminary PS&E submission shall be incorporated into the design and contract plans. The estimate of quantities shall be completed and tabulated and the reinforcing-bar schedules shall be completed.

The PS&E submission shall consist of complete sets of electronic and paper prints of the construction plans, a bound copy of the quantities book, and a PS&E estimate.



## ARTICLE I

Special Provisions shall be submitted in both electronic format (Microsoft Word-compatible) and hard copy for all items not in the Standard Specifications for Road and Bridge Construction of the STATE and for which a current special provision is not available.

g. Contract Plans and Consultant Documents

Upon approval of the foregoing in writing by the DEPARTMENT, the CONSULTANT shall make the final submission of contract plans, any final special provisions required and a final PS&E estimate of costs. These final contract plans and documents shall reflect all comments resulting from the PS&E review, and represent 100% completion. The CONSULTANT shall be prepared to incorporate all comments, furnish drafting services for omissions found and generally assist the DEPARTMENT in finalizing the contract plans. If changes are requested to be made to the CONSULTANT'S plans by the DEPARTMENT, the CONSULTANT shall be prepared to update the corresponding electronic files and submit them to the DEPARTMENT. Final acceptance of the contract plans will be made in writing. The final contract plans submitted shall include four sets of paper prints. Also, all CONSULTANT backup documents shall be resubmitted to reflect the final PS&E comments and final contract-plan conditions. The CONSULTANT shall also submit two bound copies of the final Drainage Calculations, as well as two bound copies of the final Quantities Books.

The final contract plans shall include:

- (1) A front sheet.
- (2) Typical sections of improvement.
- (3) Summary-of-quantities sheets.
- (4) Bridge sheets.
- (5) Plan and profile sheets.
- (6) Detail sheets and/or special sheets required (including, but not limited to, standard symbols, sign text layout sheets, drainage notes, ITS sheets, BMP details).
- (7) Cross-section sheets.

Each of the plan sheets shall be labeled with its corresponding electronic file name.

2. Bridge Design Submissions – Combined with Roadway Submissions, see above

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

The content, completeness, and scales for all drawings shall be as approved by the DEPARTMENT, and shall be such as to accurately portray the placement and positioning of components, surfaces, and

## ARTICLE I

the general appearance of the structural units. Large-scale details shall be employed as directed for congested areas or connections between components.

The CONSULTANT shall perform a load-rating analysis for each bridge using the appropriate AASHTO Method, or as directed by the DEPARTMENT, to be submitted on a form provided by the DEPARTMENT.

### 3. Right-of-Way Submissions

#### a. Right-of-Way Layout Plans (Preliminary and Final)

The Consultant shall develop a plan for the purpose of facilitating development by the DEPARTMENT of plans for recording the required right-of-way for the project.

Right-of-way plans shall be in English units.

The draft right-of-way submission shall be submitted shortly after the CONSULTANT has received and incorporated the DEPARTMENT'S Slope and Drainage, and utility relocation plan comments.

The draft right-of-way layout plans shall include all acquisition and easement areas. Acquisition and easement areas shall be calculated and summary boxes filled in. Handwritten format is acceptable.

The final right-of-way layout plans shall be submitted after the CONSULTANT has received and incorporated the DEPARTMENT'S draft right-of-way layout plan comments. The CONSULTANT shall be prepared to incorporate changes and/or revisions as required based on the DEPARTMENT'S negotiations with property owners.

### 4. Deliverables:

- a. 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.

- b. 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 by following the "Downloads" link at [www.nh.gov/dot/cadd/](http://www.nh.gov/dot/cadd/).)

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- c. Approved action deliverables: The CONSULTANT'S final submission shall include hard copies of plans, as well as electronic CAD/D files. The CAD/D files shall consist of the base plans with enhancements in MicroStation format, using DEPARTMENT naming conventions, line styles and character styles. The CAD/D files shall also contain a proposed 3D top line model, complete out to the slope limits.
- d. 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 2010 or NHDOT compatible version
  - Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version
  - Databases: Microsoft Access 2003 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.
- e. 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:
- FTP: Files posted to the DEPARTMENT'S FTP site can be actual size or compressed. Contact the Project Manager for instructions for accessing the FTP site.
  - Compact Disc (CD): Files on CD(s) should be actual size, not compressed.
  - DVD: Files on DVD(s) should be actual size, not compressed.
  - E-mail: Files 10 MB or smaller may be transferred via e-mail. If compressed, the files should be self-extracting and encrypted based on content.
- f. 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.
- g. Website Information and Documents:
- Website Content: All external DEPARTMENT websites created for this project shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in <https://www.nh.gov/doit/vendor/documents/nh-website-standards.pdf>.
  - Website Documents: All documents posted to a website created for this project, or that are submitted to be posted to a DEPARTMENT website, shall meet ADA Section 508

## ARTICLE I

accessibility requirements. A checklist for document compliance is provided in <https://www.section508.gov/content/build/create-accessible-documents> (go to second link down under "Checklists").

- h. Electronic Deliverables: Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation used in the development of the Design and Plans, as applicable; for example, if Shoreland Plans were not needed, these files are not required. The following list is a guide to what electronic information is expected to be returned from the design Consultants to NHDOT for final storage. Note that it is not intended to be an all-inclusive (complete) listing of contract deliverables, as there may be contract specific information/documents associated with specialty work, unusual circumstances, or new technology, etc., that is not listed below. The intent is that all electronic documents developed for and associated with a particular project be submitted to the Department as part of the final deliverables.

- 1) CAD/D File Information: See the Department's CAD/D Procedures and Requirements documentation for more (detailed) information relative to this element. CAD/D file data (both reference files and cut-sheets for Highway and Bridge).
- 2) Project Journal File: See the Department's CAD/D Procedures and Requirements documentation for more (detailed) information relative to this element.
  - a) Care shall be taken to prepare a complete Project Journal File outlining all files and descriptions used on the project. In addition to the cut-sheet definitions, all cut sheet models need to be included so the sheets can be re-produced.
  - b) Plotting needs to be included to provide any necessary guidance on how the sheets are to be plotted at the correct scale. Include any pen-tables used in the project.
  - c) Complete index of all 3D model surfaces provided and what they are used for.
  - d) Index of all alignments used on the project (with appropriate string names) and descriptions.

### J. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES)

If a contract for construction of the project, or part of it, is entered into within two years after completion by the CONSULTANT of the services outlined in Articles I, III and IV, the CONSULTANT shall, without additional compensation therefor, render services to the DEPARTMENT, including, but not restricted to, the following:

## ARTICLE I

### 1. Construction

If and when required by the DEPARTMENT during the construction of the project, the CONSULTANT shall:

- a. At the CONSULTANT'S sole expense, correct and resolve errors and/or omissions within the contract plans and specifications found during construction.
- b. Render interpretations, as necessary, of the contract plans and specifications and submit recommendations for necessary modifications in either or both and, upon approval of recommendations by the DEPARTMENT, revise the contract plans and specifications to cover same and prepare other detailed drawings as may be needed to supplement the contract plans in order to permit the proper completion of the project. This work effort, if required and beyond the hours included in the original contract, will be viewed as additional services, subject to an adjustment in the fee.

### 2. Shop Drawings

The CONSULTANT shall:

- a. Review, check and approve all working drawings prepared by others including the construction contractors or their subcontractors subject to the provisions of Section 105. Only that work designed by the DEPARTMENT will be excluded from this requirement.

## K. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part B professional services rendered under this AGREEMENT is **December 31, 2021**. Completion of construction support services shall be in accordance with Article I-J - Construction Support Services.

## 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.

\* In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT, including subconsultants, shall be \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services. A waived rate shall remain fixed at that rate for the life of the AGREEMENT unless a subsequent waiver is requested and approved.

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: \$59,728.00

- 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 ended March 31, 2019, which expires September 30, 2020, 159.02%, shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at: \$94,979.46

- 3) A fixed fee for profit and non-reimbursed costs (10% of 1+2).

The fixed fee is: \$15,470.75

- 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

## ARTICLE II

reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than \$200,000 shall be invoiced as direct expenses and do not require individual invoices, unless the subcontract is more than 25% of the contract total.

Direct expenses are estimated at: \$2,900.00

5) Reimbursement for actual cost of subconsultants is estimated as follows:

McFarland-Johnson, Inc. \$129,481.23

Normandeau Associates, Inc. \$12,198.50

**AGREEMENT NOT-TO-EXCEED TOTAL \$314,757.94**

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

The total amount to be paid under this AGREEMENT shall not exceed \$314,757.94, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of March 11, 2020), 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 specified in the AGREEMENT and all obligations under this contract within this not-to-exceed amount.

## ARTICLE II

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 may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. 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. Invoices 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.

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:

- AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers form with the required attachments.



## ARTICLE II

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

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

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

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

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

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

## ARTICLE III

### ARTICLE III - GENERAL PROVISIONS

#### A. HEARINGS, ETC.

(Not applicable to this AGREEMENT.)

#### B. CONTRACT PROPOSALS

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

## ARTICLE IV

### **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 77 Sundial Avenue, Suite 306W, Manchester, NH.

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

#### **C. EXTENT OF CONTRACT**

##### **1. Contingent Nature of AGREEMENT**

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

##### **2. Termination**

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

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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:

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

## ARTICLE IV

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, 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.

## ARTICLE IV

### **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 with a value of \$200,000 or greater shall be submitted for the DEPARTMENT'S files for audit purposes.

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

### **H. GENERAL COMPLIANCE WITH LAWS, ETC.**

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

### **I. BROKERAGE**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach

## ARTICLE IV

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:

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,

## ARTICLE IV

or property damage, in policy amounts of not less than \$500,000 combined single limit; and

3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

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

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

### K. AGREEMENT MODIFICATION

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



## ARTICLE IV

### **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 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

## ARTICLE IV

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 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.

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### **N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS**

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

### **O. DOCUMENTATION**

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

### **P. CLEAN AIR AND WATER ACTS**

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

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subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).



## ATTACHMENT A

February 20, 2020

Ms. Jennifer Reczek, P.E.  
Project Manager  
New Hampshire Department of Transportation  
J.O. Morton Building  
P.O. Box 483 | 7 Hazen Drive  
Concord, NH 03302-0483

RE: Bedford 13692C (Part B)  
Replacement of Br. No. 090/065  
NH Route 101 over Pulpit Brook  
**Part B Scope of Services**

Dear Ms. Reczek:

Kleinfelder has prepared a Scope of Services for Part B of the contract for the above referenced project. This Scope of Services (outlined herein) is intended to clarify the anticipated work effort as well as define the assumptions that serve as the basis of the scope of services.

For Part B it should be noted that in general:

- Kleinfelder will be providing overall project management, bridge engineering related services as well as utility, environmental permitting and right of way coordination assistance.
- McFarland-Johnson, Inc. (MJ) will be providing engineering services for the highway, drainage, stormwater treatment/water quality and traffic control components. MJ will also be providing utility coordination assistance, environmental permitting plans and application review, and right of way coordination assistance with a focus on the non-bridge related environmental aspects of the project.
- Normandeau Associates, Inc. (NAI) will be responsible for the wetland permit application preparation, submittal and support on the project.

### **Task 1 – PROJECT WIDE ACTIVITIES**

#### **A. Project Meetings**

1. This task includes effort to prepare for, attend, and document project meetings with the design team, NHDOT staff or other project stakeholders.  
Four (4) meetings are assumed as follows:



- a. One (1) Slope and Drain project coordination kickoff meeting
- b. One (1) Preliminary Plan Coordination (60%) meeting
- c. One (1) PPS&E project coordination meeting
- d. One (1) PS&E project coordination meeting
- e. One (1) Pre-Advertisement meeting

#### **B. Site Visits**

1. Complete one project site visit to review existing features.

#### **C. Front Office Meetings**

1. Attend one (1) Front Office meeting.

#### **D. Design Schedule**

1. A Design Schedule will be developed and coordinated with the Department. The schedule will be updated for each design phase submission and/or based upon any milestone development as deemed appropriate.

#### **E. Town coordination**

1. Impacts on Twin Brook Lane will need to be coordinated with the Town and addressed as appropriate.

#### **Task 1 – Project Wide Activities Assumptions:**

- One (1) representative from Kleinfelder and one (1) representative from MJ will attend all meetings listed under Task 1.
- One (1) representative from MJ will attend site visit under Task 1B. Kleinfelder will not attend site visit.
- BOE's Water Quality Program Manager will attend all meetings where water quality issues are to be discussed.

#### **Task 2 – FINAL SLOPE AND DRAIN SUBMISSION**

1. Address the Department's comments from the Part A Slope and Drain submission.
2. Applicable comments received from the Public Hearing process will be incorporated into the design, specifically evaluation of reduction in project impacts at Treatment Swale Areas 2 and 3 and any possible reduction in slope limits along Parcel 3. Therefore, two options to reduce the footprint of treatment swales 2 and 3 will be



investigated and the preferred option will be incorporated into the Final Slope and Drain submission. This task includes one over the shoulder (OTS) meeting with the Department. This is in addition to the meetings identified under task 1.

3. Re-evaluate end of project area where survey was missing during Part A.
4. Prepare and submit Final Slope and Drain Plans and supporting documentation in accordance with Department standards (current NHDOT submission checklist).

#### Task 2 – Final Slope and Drain Submission Assumptions:

- One (1) representative from Kleinfelder and one (1) representative from McFarland Johnson, Inc. (MJ) will attend the OTS meeting. BOE's Water Quality Program Manager will attend the OTS meeting.
- Major revisions to the traffic control concept and the proposed roadway, drainage and stormwater treatment design concepts that were presented in the Part A Slope and Drain submittal are not included in the Part B Final Slope and Drain submission.
- Additional survey must be provided by the Department near the outlet of Swale 2, near the outlet of Swale 3 and at the end of project on the east approach prior to the development of the final Slope and Drain submission.
- Geotechnical recommendations will be incorporated into the project design once the information is available.

#### Task 3 - UTILITY PLAN SUBMISSION

1. Address the Department's comments from the Final Slope and Drain submission submission that affect the Utility Plans submission.
2. Prepare and submit a written summary identifying what the utility conflicts are by pole number and station/offset.
3. Prepare and submit draft Utility Plans per Department standards.
4. Address draft submittal comments and submit final Utility Plans.

#### Task 4 - RIGHT OF WAY ASSISTANCE

1. Develop and submit draft layout lines for proposed temporary and permanent easements.



2. Develop and submit a draft summary of impacts document for each parcel (4 total).
3. Prepare for and attend one (1) Right of Way meeting to discuss proposed easements. This is in addition to the meetings identified under task 1.
4. Address the Department's easement layout line and summary of impacts comments and submit final versions to the Department.

**Task 4 – Right of Way Assistance Assumptions:**

- One (1) representative from Kleinfelder and one (1) representative from MJ will attend the project Right of Way meeting.
- All Right of Way Plans including Right of Way Purchase Plans and Registry Plans will be completed by the Department and therefore are not included in this scope of services.
- Survey Meets and Bounds descriptions are not included in this scope of services.

**Task 5 – GEOTECHNICAL SUPPORT**

1. Provide preliminary and final subsurface exploration plan development (Geotechnical Report graphics) including siting the exploration points on the plans (per NHDOT typical detailing).
2. Providing necessary station and offset and/or coordinates for the exploration points (investigation program and field work support).

**Task 6 - ENVIRONMENTAL PERMITTING**

**A. Additional Field Survey**

1. A Certified Wetland Scientist (CWS) will conduct a wetland function and value assessment using the USACE Highway Methodology Workbook, dated 1993, together with the US ACE New England District Highway Method Workbook Supplement, dated 1999 as required under the NHDES Wetland Rules effective December 15, 2019 (Env-Wt 311.10), and photo-document wetland impact areas.
2. Survey and assess the Project Area, including (but not limited to) extensions of up to 2 acres that may be identified during design development of locations near Treatment Swales #2 and #3, and the eastern end of the project approach road. Surveys will include wetland delineation, vernal pool survey, NH Natural Heritage data base review, invasive plant mapping, and resource photographs and GPS locations, as appropriate. A wetland delineation report documenting the results





of these efforts, and previously collected wetland and vernal pool data, will be submitted to NHDOT. GIS files will be integrated into the base plan.

## **B. Wetland Impact and Erosion Control Plans**

1. Prepare draft Wetland Impact and Erosion Control Plans showing temporary and permanent impacts required for construction of the project. Proposed easements will also be shown. Wetland impact areas will not be drafted or calculated until after the final Right of Way lines are submitted to the Department.
2. Address draft plan comments and submit final plans to the Department to be included as part of the NHDES wetland permit application package.

## **C. Wetland Permit Application**

1. Prepare a draft standard NHDES wetland permit application package for a major project, in accordance with NHDES Wetland Rules effective December 15, 2019 (Env-Wt 100 through 900) and submit to the Department for review and comment. The package will include the required application forms; previously collected wetland and vernal pool data; direct and secondary impact calculations; the Hydrology/Hydraulic report by Headwaters Hydrology; and other required attachments, including:
  - a. Appendix A - Impact avoidance and minimization narrative
  - b. Appendix B - Documentation for the US Army Corps of Engineers Programmatic permit
  - c. Existing Conditions Report
  - d. Construction/Restoration methods and sequence narrative
  - e. Easement agreements (NHDOT to provide)
  - f. Stormwater management report
2. Address the Department's comments on the draft wetland permit application package and submit a final application package.

## **D. Environmental Meetings, Coordination and Support**

1. Prepare for and attend two (2) environmental meetings in Concord with NHDOT and/or resource agencies during final design.
2. Provide support to the project team as required during agency review of the permit application.



**Task 6 - Environmental Permitting Assumptions:**

- Based on the environmental review and documentation for Part A, Part B will require the development of a NH DES wetland permit application in accordance with the NH DES wetland rules effective December 15, 2019. Under these rules, the project will be a Major Impact project due to both stream size/impacts and impacts to a Priority Resource Area (floodplain wetland adjacent to a Tier 3 stream).
- This project will not require a Shoreland Permit, as Pulpit Brook is a third order stream and not Designated under the NH Rivers Management and Protection Act.
- One (1) representative from Kleinfelder, NAI and MJ will attend each of the environmental meetings.
- The development of a Soils Management Plan and specific plans relative to Limited Reuse Soils (LRS) are not included in this scope of services. The LRS quantities will be included in the earthwork summaries. It is assumed that LRS will be re-used onsite as topsoil.
- It is assumed that soils contaminated by Per- and Polyfluoroalkyl substances (PFAS) are not present within the project site.

**Task 7 – PRELIMINARY PS&E (PPS&E) SUBMISSION**

1. Address the Department's remaining comments from the Final Slope and Drain submission and any outstanding bridge comments from the Preliminary Plans submission that were not otherwise addressed in the Slope & Drain submission.
2. Prepare and submit PPS&E Plans and supporting documentation in accordance with Department standards (current NHDOT submission checklist) including the following:
  - a. A list of Special Provisions
  - b. Incorporation of Utility relocation plans provided by the Department into the plans, cross-sections, summary sheets and estimate as necessary.
  - c. Finalized traffic control plans including temporary signing, striping and pavement markings
  - d. Permanent signing (ground mounted), striping and pavement marking plans
  - e. Permanent and temporary sign text layout sheets
  - f. Permanent construction sign and warning devices summary



**Task 7 - Preliminary PS&E Submission Assumptions:**

- The PPS&E submittal will be a combined bridge and roadway submittal.

**Task 8 – PS&E SUBMISSION**

1. Address the Department's comments from the Preliminary PS&E submission.
2. Prepare and submit PS&E Plans and supporting documentation in accordance with Department standards (current NHDOT submission checklist).

**Task 8 – PS&E Submission Assumptions:**

- The PS&E submittal will be a combined bridge and roadway submittal.

**Task 9 –CONTRACT PLANS SUBMISSION**

1. Address the Department's comments from the PS&E submission.
2. Prepare and submit Contract Plans and supporting documentation in accordance with Department standards (current NHDOT submission checklist).
3. Address any final submission package comments from the Department.

**\*ANTICIPATED DRAWING LIST  
(HIGHWAY SHEETS)**

<b>SHEETS</b>	<b>SHEET DESCRIPTION</b>
1	Title Page
1	Index of Sheets and General Notes
2	Standard Symbols
3	Typical Sections
4	Summary of Quantities
2	Sign Text Summary Layout
1	Miscellaneous Details
1	Drainage Details
1	Driveway Detail Sheet
2	Guardrail Detail Sheet
2	Swale Grading Plans
4	General Plans
1	Drainage Notes
4	Profiles
1	Profile and Cross Sections (Twin Brook Lane)
4	Curbing and Pavement Plans



4	Pavement Marking and Signing Plans
2	Detour Plans
2	Detour Profiles
1	Traffic Control Narrative and Critical Cross Sections
1	Traffic Control Critical Cross Sections - Detour
8	Traffic Control Plans
14	NH Route 101 Cross Sections
8	Detour Cross Sections

**\*ANTICIPATED DRAWING LIST  
(BRIDGE SHEETS)**

<b>SHEETS</b>	<b>SHEET DESCRIPTION</b>
1	General Plan & Elevation (Summary of Quantities)
1	Project Notes Sheet
1	Site Plan & Profile (Survey Layout)
1	Construction Phasing
1	Channel Sections
0	Construction Access and Grading Plan
6	Boring Layout and Boring Logs
2	Abutment A and Wingwall Masonry (Plan, Elevation, Section & Excavation Limits, Pile Layout and Pile Notes)
2	Abutment A and Wingwall Reinforcement
2	Abutment B and Wingwall Masonry (Plan, Elevation, Section & Excavation Limits)
2	Abutment B and Wingwall Reinforcement
0.5	Bridge Bearings
1	Superstructure Plan and Transverse Section
1	Superstructure Details
3	Precast Beam Sheets
1	Approach Slabs / Sleeper Slabs
0.5	Expansion Joint Details
1	Rail & Curb Layout
1	Bridge Rail
1	Bridge Approach Rail
5	Temporary Concrete Barrier
2	Reinforcing Schedules

\*Note that this is not necessarily a complete list of plans required for the final contract plan package.



**Task 9 - Contract Plans Submission Assumptions:**

- The Contract Plans submittal will be a combined bridge and roadway submittal.
- The quantities will be updated to reflect changes made to the plans and/or specifications. The list of required Special Provisions will be finalized based on comments received. The final plans, calculations, and Special Provisions will be reviewed, printed and packaged for submission to the Department.

**Task 10 - ELECTRONIC DELIVERABLES**

1. Electronic submission of plan files (.dgns) to NHDOT will be required as part of the Slope and Drain Final Submission (Resubmission) to support the development of the ROW purchase plans.
2. Electronic files will also be submitted as part of the Final Deliverables (See assumptions below).
3. A "Top Line" only InRoads model from EP to EP will be submitted to the Department as it was determined that neither a full 3D model with slopes nor an OpenRoads model were necessary on this project.

**Task 10 – Electronic Deliverables Assumptions:**

- Electronic design files shall be developed in accordance with the latest NHDOT CAD/D requirements.
- Electronic Deliverables shall be in accordance with the Consultant Contracts Electronic Deliverables Summary dated April 21, 2017.

**Task 11 - CONSTRUCTION PHASE SERVICES**

1. Perform "Construction Support Services" as follows:
  - a. If requested by the Department, respond to Contractor Requests for Information (RFI) and/or Requests for Change (RFC).
  - b. At no expense to the Department, correct and resolve errors and/or omissions within the contract plans and special provisions found during construction.
2. Shop Drawings
  - a. Review and take appropriate action in respect to shop drawings and working drawings which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents.



### Task 11 – Construction Phase Services Assumptions:

- A maximum of two (2) RFI/RFC Responses is assumed for Roadway related issues.
- A maximum of two (2) RFI/RFC Responses is assumed for Bridge related issues.
- RFI/RFC responses will include clarification sketches if needed. Revisions to the contract plans and specifications and preparation of other detailed drawings as may be needed to supplement the contract plans to permit proper completion of the project are not included in the scope of services. This work effort, if required, will be viewed as additional services, subject to an adjustment in the fee.
- A maximum of ten (10) construction submittal reviews is assumed under this scope of services. Construction submittals include shop drawings and working drawing. Resubmittals of any given submittal shall count toward the maximum number of submittal reviews.
- Construction field visits and construction meeting attendance are not included in this scope of services.

### ADDITIONAL SCOPE ASSUMPTIONS

The following additional scope assumptions are provided to clarify the work proposed under this assignment:

1. U.S. Customary (English) units will be utilized.
2. A single construction contract will be used to complete all work.
3. Survey files are consistent with current existing conditions and therefore performing a field check of the survey is not included in this scope of services.
4. NHDOT will provide updated mapping combining new survey information and InRoads files that include the recently requested survey update.
5. All submissions will include an updated Design Report which includes all typical design information (NHDOT standard). The report will also include a detailed narrative with all major project elements (and status updates as appropriate), as well as documentation of any outstanding and critical action items.
6. The Stormwater Management Report will be updated as necessary and resubmitted with each submission, unless otherwise agreed upon by the Department at the time of the respective submissions.



7. Electronic copies (PDF) of all submissions will be provided, including plans, reports, narratives, estimates, schedules (design and construction), etc. (Note: all reports, estimates, and schedules to be updated for each submission.) In addition, PDF roll plans (layered PDFs) of the General Plans, Pavement Layout, Curbing, Pavement Marking and Signing Plans, and TCP plans will be required. The estimate will also be provided in Excel format.
8. Estimates will be broken down to show Bridge items, Highway items and any non-participating items separately.
9. Unless otherwise noted, submittals will include the following hardcopies: four (4) sets of plans and two (2) sets of the supporting documents noted above (in "Electronic copies (PDF) of all submissions"). (Submissions will also include one set off the above noted roll plans.)
10. Special Provisions will be the responsibility of the Consultants.
11. The proposed bridge superstructure consists of a phase constructed 50'-6" single span precast concrete butted box beam bridge with composite deck, approach slabs and semi-integral pile supported abutments and carries 3 lanes as depicted in the Preliminary Plan submission.
12. The Department will provide written geotechnical and pile recommendations to Kleinfelder for use in the final design of the proposed structure.
13. A formal Traffic Management Plan (TMP) is not included in this scope of services.
14. Preparation of striping and pavement marking plans is included in the scope of services.
15. Preparation of permanent and temporary sign packages is included in the scope of services.
16. Temporary lighting design will be completed by the Department but will be incorporated into the design plans.
17. ITS needs coordination will be completed by the Department. ITS elements (if needed) will be incorporated into the design plans.
18. The Department will handle all utility coordination meetings therefore Kleinfelder/MJ attendance is not included in this scope of services.
19. Final easement lines must be agreed upon by the Department for inclusion in the Preliminary PS&E submittal one month before the submittal is due.

Jennifer Reczek, P.E.  
February 4, 2020  
Page 12



20. On combined roadway and bridge submittals the Department will provide individual comments (relative to the respective disciplines).
21. The color base plan (PDF format) will be updated and submitted with all submissions. This plan will also be included as part of the Final Deliverables (all supporting microstation reference files will be needed with the final submission).

Once the scope of services is agreed upon Kleinfelder, MJ and NAI will submit blank Fee Schedules for your use in developing an IGE. Should you need additional information or clarification, please feel free to contact me.

Respectfully yours,

KLEINFELDER

A handwritten signature in black ink that reads "Thomas J. Marshall". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Thomas J. Marshall, P.E.  
Project Manager

cc: file

G:\\_clients\NH DOT\20172401 - Bedford Route 101 over Pulpit Brook\Design Phase - Part B\contracts\main\Part B Scope  
Rev1\Reczek Bedford Part B Scope of Services Final 2-18-20.docx



*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.

Kleinfelder Northeast, Inc.

(Company)

By: Matthew Stule

Area Manager

(Title)

Date: 4/22/2020

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

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

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

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

*Attachment 2*

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

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

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

4/22/2020

(Date)

Matthew Stale

(Signature)

*Attachment 3*

**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

I hereby certify that I am the Area Manager and duly-authorized representative of the firm of Kleinfelder Northeast, Inc., and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

4/22/2020

(Date)

Matthew Stule

(Signature)

*Attachment 4*

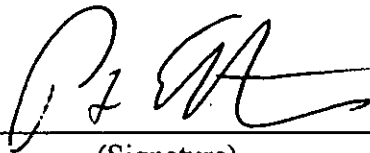
**CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION**

I hereby certify that I am the Director of Project Development of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

April 29, 2020  
(Date)

  
(Signature)

*Attachment 5*

**CERTIFICATION FOR FEDERAL-AID CONTRACTS  
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Attachment 6

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

Consultant

WITNESS TO THE CONSULTANT

By: Rebecca Ouellette  
Project Control Specialist

Dated: 4/22/2020

CONSULTANT

By: Matthew Stule  
Area Manager  
(TITLE)

Dated: 4/22/2020

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Edgar E. J. J. J. J.

Dated: April 29, 2020

THE STATE OF NEW HAMPSHIRE

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

Dated: April 29, 2020

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: 5/20/20

By: Alvin B. Greenstein  
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

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

**Corporate Resolution**

I, JOSEPH B. CORMIER hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
KLEINFELDER NORTH EAST, INC. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on Nov. 1, 2019  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That MATTHEW STEELE (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

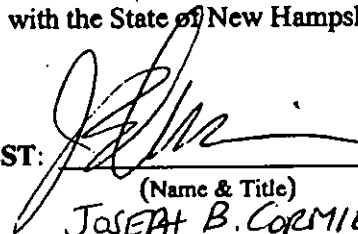
KLEINFELDER NORTH EAST, INC. with the State of New Hampshire and any of  
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

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

DATED: APRIL 22, 2020

ATTEST:

  
(Name & Title)  
JOSEPH B. CORMIER  
PRESIDENT

# State of New Hampshire

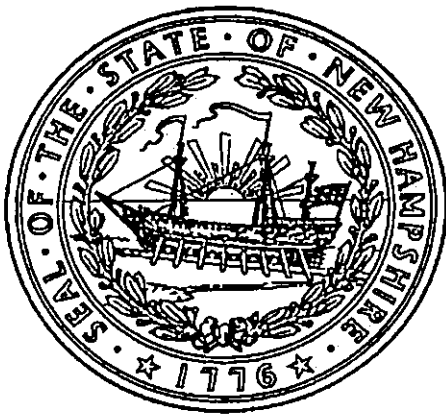
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KLEINFELDER NORTHEAST, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on February 16, 1973. 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: 250619

Certificate Number: 0004892350



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			
NAIC #			
INSURED The Kleinfelder Group, Inc 550 West C Street Suite 1200 San Diego CA 92101 USA	INSURER A:	The Continental Insurance Company	35289
	INSURER B:	National Fire Ins. Co. of Hartford	20478
	INSURER C:	American Casualty Co. of Reading PA	20427
	INSURER D:	Allied World Surplus Lines Insurance Co	24319
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570081556660

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6057515853	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> Comp Deduct - \$100 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> Coll Deduct - \$100			6057515836	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$10,000			6057123519	04/01/2020	04/01/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC657169108 (CA) WC657169111 (AOS)	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Env CPL/Prof			PSDEF2000647 Claims-Made Policy SIR applies per policy terms & conditions	04/01/2020	04/01/2021	Each Claim \$2,000,000 Aggregate \$2,000,000 SIR \$75,000

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

New Hampshire Department of Transportation is included as Additional Insured in accordance with the policy provisions of the General Liability policy. Should General Liability, Automobile Liability, Employers' Liability and Professional Liability policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to Certificate Holders in accordance with the policy provisions of each policy. See Attached for Complete List of Named Insureds.

## CERTIFICATE HOLDER

## CANCELLATION

New Hampshire Department of Transportation 7 Hazen Drive PO Box 483 Concord NH 03302-0483 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : ABWXYZ

Certificate No : 570081556660

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# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

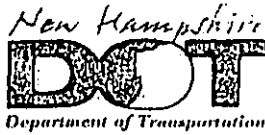
AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED The Kleinfelder Group, Inc
POLICY NUMBER See Certificate Number: 570081556660		
CARRIER See Certificate Number: 570081556660	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

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

### NAMED INSURED SCHEDULE

Kleinfelder, Inc.  
 The Kleinfelder Group, Inc.  
 Kleinfelder Holdings, LLC  
 Kleinfelder Parent, Inc.  
 Kleinfelder Architecture Northeast, Inc.  
 Kleinfelder Australia Pty Ltd  
 Kleinfelder Canada, Inc.  
 Kleinfelder Colorado 100, LLC  
 Kleinfelder Construction Services, Inc  
 Kleinfelder Engineering and Geology, P.C.  
 Kleinfelder Guam 101, LLC  
 Kleinfelder International, Inc  
 Kleinfelder Kansas 100, LLC  
 Kleinfelder New Mexico 100, LLC  
 Kleinfelder Northeast, Inc.  
 Kleinfelder Oklahoma 100, LLC  
 Kleinfelder PNG Ltd.  
 Kleinfelder Southeast, Inc.  
 Kleinfelder Texas 100, LLC  
 Kleinfelder Texas 200, LLC  
 Kleinfelder Utah 100, LLC  
 A-1, Inc.- Kleinfelder East, Inc.  
 Buys & Associates, Inc. - TKG  
 Corrigan Consulting, Inc.- TKG  
 Insite Environmental, Inc.- Kleinfelder west, Inc.  
 Kowalski Engineering, Inc.- Kleinfelder Central, Inc.  
 MCE Group, Inc.- Kleinfelder, Inc.  
 Omni Environmental, LLC- Kleinfelder East, Inc.  
 Spectrum Exploration, Inc.-TKG  
 The Wallace Group, Inc. - Kleinfelder west, Inc.  
 TKG Acquisition Corp.  
 Trigon Environmental Services, Inc.  
 Simon Wong Engineering, Inc.



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G+C #31  
Date 12-5-18



William Cass, P.E.  
Assistant Commissioner

Bureau of Bridge Design  
October 31, 2018

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

REQUESTED ACTION

1. Authorize the Department of Transportation to amend Contract #4007328, with Kleinfelder Northeast, Inc., Manchester, NH, Vendor #174502, for the preliminary design for the replacement of the Red List bridge carrying NH Route 101 over Pulpit Brook in the Town of Bedford, by increasing the total amount payable by \$156,562.82 (from \$165,918.18 to \$322,481.00) for additional design services requested by the Department, effective upon Governor and Council approval. 100% Federal Funds.

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

	<u>FY 2019</u>	<u>FY 2020</u>
04-96-96-963515-3054		
Consolidated Federal Aid		
046-500463 Eng Consultants Non-Benefits	\$80,000.00	\$76,562.82

2. Further, authorize to amend the contract's completion date from December 31, 2018 to December 31, 2019, effective upon Governor and Council approval.

EXPLANATION

On September 7, 2016, the Governor and Council authorized the subject engineering and environmental services Agreement (Item #18; copy of Resolution attached) in the amount of \$165,918.18 to prepare preliminary design, environmental documents, plans to progress through the permitting process, and estimates of quantities and costs for the replacement of the 1936 constructed twin 6.5 foot concrete pipes carrying NH Route 101 over Pulpit Brook in the Town of Bedford. This bridge is on the State's Red List with a 2017 priority number of 51. The structure is anticipated to accommodate 2-lanes of traffic (one lane in each direction) with appropriate shoulders. Any environmental permitting required will be identified and the necessary documentation required to comply with the National Environmental Policy Act (NEPA) will be provided by the consultant. The consultant will also assist the Department in the public coordination effort with the Town and users of the bridge. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Bedford 13692C).

This amendment to the Agreement involves Department-requested additional effort to expand the roadway work and add a left-turn lane at Twin Book Lane into the project. This additional scope of work is a result of a more detailed assessment of the project needs as design progressed and input was received from the community. The efforts associated with adding the left-turn lane require re-work of the initial bridge submission and additional roadway submissions that were not originally included in this bridge replacement project. The amendment also includes hours for a Public Hearing that was determined to be necessary for the associated traffic control and the Slope and Drain design phase that were not included in the original scope.

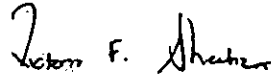
Also included in this amendment is an extension of the contract's original completion date to allow the consultant sufficient time to design the left-turn lane and complete the Public Hearing process for this project.

The increase in fee as proposed is commensurate with the revised scope of work and the corresponding additional 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 amended Agreement has been approved by the Attorney General as to form and execution. Copies of the fully-executed amended Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

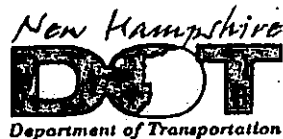
It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,

A handwritten signature in dark ink, appearing to read "Victoria F. Sheehan". The signature is fluid and cursive, with the first name "Victoria" being more prominent.

Victoria F. Sheehan  
Commissioner

Attachments



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*Victoria F. Sheehan*  
*Commissioner*

*William Cass, P.E.*  
*Assistant Commissioner*

**BEDFORD 13692C (Part A)**  
**X-A004(254)**  
**NH 101 over Pulpit Brook**  
**Fee Increase & Time Extension Amendment**  
(Agreement Dated July 25, 2016,  
Contract No. 4007328)

Bureau of Bridge Design  
Room 230  
Tel. (603) 271-2731  
Fax: (603) 271-2759

October 17, 2018

Mr. Thomas J. Marshall, P.E.  
Project Manager  
Kleinfelder Northeast, Inc.  
2 Wall Street, Suite 450  
Manchester, NH 03101

Dear Mr. Marshall:

This letter amends Article I and Article II in the above-referenced Agreement. The increase in fee was initiated by the Department in response to input received at a public meeting in February 2018, and the extension of time was requested by Kleinfelder Northeast, Inc. in their letter dated September 17, 2018.

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

Original Completion Date	December 31, 2018
By this letter, amended to	December 31, 2019

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by \$156,562.82 as payment for additional services by Kleinfelder Northeast, Inc. and subconsultants Headwaters Hydrology PLLC and Normandeau Associates, Inc. for additional roadway design work associated with adding a left-turn lane on NH Route 101 at the intersection with Twin Brook Lane.

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

"The total amount to be paid under this AGREEMENT shall not exceed \$322,481.00, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of May 11, 2016 and October 15, 2018),..."

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

- Increases the estimated amount of (a) actual CONSULTANT'S salaries, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead by \$133,438.11, from \$115,945.07 to \$249,383.18.
- Revises the salary burden and overhead cost rate for billing purposes from 179.48% to 169.67%.
- Increases the amount of (b) fixed fee to cover profit and non-reimbursed costs by \$13,343.81, from \$11,594.51 to \$24,938.32.
- Increases the estimated amount of (c) reimbursement for direct, out-of-pocket expenses by \$3,200.00, from \$2,900.00 to \$6,100.00.

- Increases the estimated amount of (d) reimbursement for actual cost of subconsultant Headwaters Hydrology PLLC by \$800.00, from \$11,350.00 to \$12,150.00.
- Increases the estimated amount of (d) reimbursement for actual cost of subconsultant Normandeau Associates, Inc. by \$5,780.90, from \$19,493.00 to \$25,273.90.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Independent Archaeological Consultants, LLC, which remains at \$4,635.60.

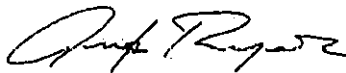
Also, the first sentence in paragraph 1 of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"Costs incurred against this AGREEMENT shall not exceed \$322,481.00, unless otherwise authorized."

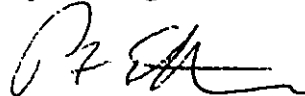
The above additional work revises the total amount payable under this Agreement, which increases by \$156,562.82, from \$165,918.18 to \$322,481.00 by this amendment.

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

Sincerely,



Jennifer E. Roczek, P.E.  
Project Manager



Approved:

Peter E. Stamnas, P.E.  
Director of Project Development

We concur in the above Amendment.

KLEINFELDER NORTHEAST, INC.

By: Matthew Star

Title: Area Manager

JER/wjh

cc: R Landry, J Adams

**AGREEMENT AMENDMENT**

**BEDFORD, X-A004(254), 13692C (PART A)**

**KLEINFELDER NORTHEAST, INC.**

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

**Consultant**

WITNESS TO THE CONSULTANT

By: Barbara Witham  
Admin. Specialist  
Dated: 10/24/18

CONSULTANT

By: Matthew Stm  
Area Manager (Title)  
Dated: 10/24/18

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Cronin  
Dated: 10/26/18

THE STATE OF NEW HAMPSHIRE

By: P7 SA  
Director of Project Development  
for DOT COMMISSIONER  
Dated: 10/26/18

**Attorney General**

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

Dated: 11/20/18 By: Allison B. Greenstein  
Assistant Attorney General

**Secretary of State**

This is to certify that the GOVERNOR AND COUNCIL on DEC 05 2018 approved this amended AGREEMENT.

Dated: DEC 05 2018

Attest:

By:

DM Scanlon  
DEPUTY SECRETARY OF STATE

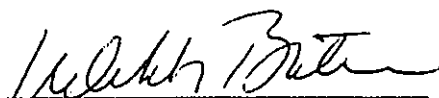
## CERTIFICATE OF CORPORATE SECRETARY

I, Deborah Butera, hereby certify that I am the duly elected and acting Corporate Secretary of Kleinfelder Northeast, Inc. (hereafter the "Corporation"), a Massachusetts corporation duly organized, validly existing, and in good standing, and that the following is a true and accurate transcript of a resolution duly, validly, and lawfully adopted on October 24, 2018, by the Board of Directors of said Corporation acting in accordance with the laws of the state of incorporation.

RESOLVED, that the Board grants Matthew Steele, Area Manager, full rights of the Corporation to execute on behalf of the Corporation, and otherwise bind the Corporation, to all contract and proposal documents related to any contract entered into with the New Hampshire Department of Transportation for the Bedford 13692 C (Part A) X-A004 (254), NH101 over Pulpit Brook (Agreement dated July 25, 2016, contract number 4007328), including a Time Extension Amendment; and

RESOLVED further, that any and all transactions by the officers or representatives of the Corporation, in its name and for its account, with the New Hampshire Department of Transportation for the Bedford 13692 C (Part A) X-A004 (254), NH101 over Pulpit Brook (Agreement dated July 25, 2016, contract number 4007328), including a Time Extension Amendment, prior to the adoption of these resolutions be, and hereby are, ratified and approved for all purposes.

IN WITNESS THEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 24th day of October, 2018.

  
Deborah S. Butera  
Corporate Secretary



# State of New Hampshire

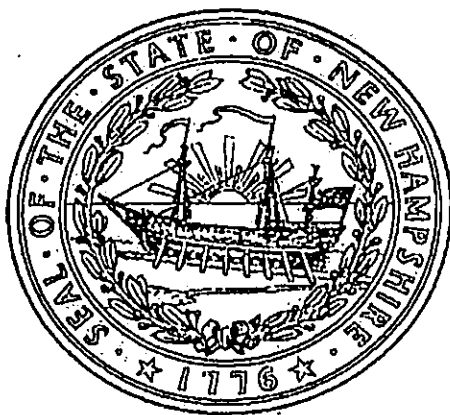
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KLEINFELDER NORTHEAST, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on February 16, 1973. 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: 250619

Certificate Number: 0004195851



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of October A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Aon Risk Insurance Services West, Inc.  
Los Angeles CA Office  
707 Wilshire Boulevard  
Suite 2600  
Los Angeles CA 90017-0460 USA

CONTACT  
NAME:  
PHONE  
(A/C. No. Ext): (866) 283-7122 FAX  
(A/C. No.): (800) 363-0105  
E-MAIL  
ADDRESS:

INSURED  
The Kleinfelder Group, Inc  
550 West C Street, Suite 1200  
San Diego CA 92101-3532 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Continental Insurance Company	35289
INSURER B:	National Fire Ins. Co. of Hartford	20478
INSURER C:	American Casualty Co. of Reading PA	20427
INSURER D:	Lloyd's Syndicate No. 2001	AA1128001
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570070647718

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC  OTHER:			6057515853	04/01/2018	04/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6057515836	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$10,000			6057123519	04/01/2018	04/01/2019	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC6057169108 (CA) WC6057169111 (AOS)	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE-EA EMPLOYEE \$1,000,000 E.I. DISEASE-POLICY LIMIT \$1,000,000
D	Env CPL/Prof			PSDEF1800647 Claims-Made Policy SIR applies per policy terms & conditions	04/01/2018	04/01/2019	Each Claim \$2,000,000 Aggregate \$2,000,000

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

CH: New Hampshire Department of Transportation; Attn: L. Robert Landry, PE, Consultant Design Section Chief. Projects as on file with the insured including but not limited to Bedford, 13692C, X-A001 (150); Bridge Replacement or Rehabilitation of NH Route 101 over Pulpit Brook (Br No 090/065) (Preliminary Design). GL-AL-WC Ded: \$0; PL Ded: \$75,000 per claim. State of New Hampshire is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. See Attached for complete List of Named Insureds.

## CERTIFICATE HOLDER

New Hampshire Department of  
Transportation  
John O. Morton Building  
PO Box 483  
Concord NH 03302-0483 USA

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Insurance Services West, Inc.*

Holder Identifier: AB

Certificate No.: 570070647718



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

AUG 12 '16 PM 1:25:09



18  
Gandy

VICTORIA F. SHEEHAN  
COMMISSIONER

WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER

Bureau of Bridge Design  
July 27, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an Agreement with Kleinfelder Northeast, Inc., Manchester, NH, Vendor #174502, for a total amount not to exceed of \$165,918.18, for the preliminary design for the replacement or rehabilitation of the Red List bridge carrying NH Route 101 over Pulpit Brook in the Town of Bedford, effective upon Governor and Council approval, through December 31, 2018. 100% Federal Funds.

Funding is available as follows for FY 2017 and are contingent upon the availability and continue appropriation of fund in FY 2018 and FY 2019:

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
04-96-96-963515-3054 Consolidated Federal Aid			
046-500463 Eng Consultants Non-Benefit	\$75,918.18	\$60,000.00	\$30,000.00

**EXPLANATION**

The Department requires professional engineering design and environmental consultant services to prepare preliminary design, environmental documents, plans to progress through the permitting process, and estimates of quantities and costs for the rehabilitation or replacement of the 1936 constructed twin 6.5 foot concrete pipes carrying NH Route 101 over Pulpit Brook in the Town of Bedford. This bridge is on the State's Red List with a 2015 priority number of 35. The structure is anticipated to accommodate 2-lanes of traffic (one lane in each direction) with appropriate shoulders. Any environmental permitting required will be identified and the necessary documentation required to comply with the National Environmental Policy Act (NEPA) will be provided by the consultant. The consultant will also assist the Department in the public coordination effort with the town and users of the bridge. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Bedford 13692C) for Construction funding in Fiscal Year 2019.

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 and 21-I:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of, Environment, and Materials and Research, the Municipal Highways Engineer, Highway Design Final Section Chief, and Bridge Design Consultant Section Chief.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for preliminary engineering design and associated environmental services for the Bedford 13692C bridge project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on September 15, 2015, 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 October 22, 2015 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on November 6, 2015 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on January 14, 2016 using a written ballot to score each firm on the basis of comprehension of the

assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of seventeen (17) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

<u>Consultant Firm</u>	<u>Office Location</u>
AECOM	Manchester, NH
Becker Structural Engineers	Portland, Maine
BETA Group	Manchester, NH
CLD Consulting Engineers	Manchester, NH
CMA Engineers, Inc.	Portsmouth, NH
DuBois & King Inc.	Laconia, NH
Gill Engineering	Needham, MA
GM2 Associates, Inc.	Concord, NH
Green International Affiliates, Inc.	Westford, MA
<b>Hardesty &amp; Hanover</b>	Bedford, NH
Jacobs Engineering Group, Inc.	Bedford, NH
<b>Kleinfelder Northeast, Inc.</b>	Manchester, NH
Parsons Brinckerhoff, Inc.	Manchester, NH
Stantec Consulting Services, Inc.	Auburn, NH
The Louis Berger Group	Manchester, NH
TEC (The Engineering Corp.)	Hampton, NH
Vanasse Hangen Brustlin, Inc.	Manchester, NH

The firm of Kleinfelder Northeast, Inc. has been recommended for this contract. This firm has a good reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

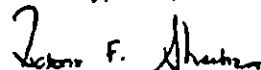
Kleinfelder Northeast, Inc. has agreed to furnish the required services for a total amount not to exceed of \$165,918.18. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

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

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

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

Sincerely,



Victoria F. Sheehan  
Commissioner

**PROJECT: Bedford 13692C (Part A)**

**DESCRIPTION:** This Federal Aid Project includes preliminary design, public involvement process, final design, and associated environmental & cultural services for replacement or rehabilitation of the existing bridge carrying NH Route 101 over Pulpit Brook in the Town of Bedford. Constructed in 1936, this twin 6.5 foot concrete pipe bridge has a total span of 15 feet and a total width of 40 feet. This bridge is on the Department's Red List of deficient structures and has a target advertising date in fiscal year 2019 in the current draft 10 year plan. The scope of work may include: design a replacement or rehabilitation of the existing bridge; replace bridge rail and approach rail; perform hydraulic study; roadway design associated with the bridge rehabilitation/replacement; traffic control design; provide final bridge load rating, including NHDOT Bridge Rating Form 4; public involvement support services; and construction support services. The future structure is anticipated to accommodate 2-lanes of traffic (one lane in each direction), with shoulders. Environmental efforts are needed to prepare and complete all appropriate environmental documentation, including cultural resource investigations and permitting, to satisfy NEPA section 106 and state requirements. The Consultant will also be required to assist the Department in the public outreach / public involvement process.

**Services Required:** BRDG, STRC, RDWY, ENV, HIST, HYD, PINV, TRAF

**SUMMARY**

GM2 Associates, Inc.	3	2	2	2	3	3			15
Hardesty & Hanover	1	3	3	3	1	1			12
Kleinfelder	2	1	1	1	2	2			9

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations		Scoring of Firms			
	WEIGHT	GM2 Associates, Inc.	Hardesty & Hanover	Kleinfelder	
Comprehension of the Assignment	20%	17	18	18	
Clarity of the Proposal	20%	18	18	18	
Capacity to Perform in a Timely Manner	20%	18	18	18	
Quality & Experience of Project Manager/Team	20%	18	18	18	
Previous Performance	10%	9	8	8	
Overall Suitability for the Assignment*	10%	8	9	8	
Total	100%	88	89	88	

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

Ranking of Firms:

1. Hardesty & Hanover
2. Kleinfelder
3. GM2 Associates, Inc.

Rating Considerations		Scoring of Firms			
	WEIGHT	GM2 Associates, Inc.	Hardesty & Hanover	Kleinfelder	
Comprehension of the Assignment	20%	17	17	20	
Clarity of the Proposal	20%	19	20	19	
Capacity to Perform in a Timely Manner	20%	20	20	20	
Quality & Experience of Project Manager/Team	20%	18	20	19	
Previous Performance	10%	9	9	9	
Overall Suitability for the Assignment*	10%	9	10	10	
Total	100%	94	98	97	

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

Ranking of Firms:

1. HARDESTY & HANOVER
2. KLEINFELDER
3. GM2

# EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	W E I G H T	GM2 Associates, Inc.	Hardisty & Hanover	Kleinfelder
Comprehension of the Assignment	20%	18	18	19
Clarity of the Proposal	20%	18	17	19
Capacity to Perform in a Timely Manner	20%	17	18	18
Quality & Experience of Project Manager/Team	20%	16	16	17
Previous Performance	10%	9	6	9
Overall Suitability for the Assignment*	10%	9	8	9
Total	100%	89	87	93

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

Ranking of Firms:

1. Kleinfelder
2. GM2
3. H+H

Rating Considerations	Scoring of Firms			
	W E I G H T	GM2 Associates, Inc.	Hardisty & Hanover	Kleinfelder
Comprehension of the Assignment	20%	18	17	19
Clarity of the Proposal	20%	18	18	19
Capacity to Perform in a Timely Manner	20%	19	20	20
Quality & Experience of Project Manager/Team	20%	19	20	19
Previous Performance	10%	8	6	8
Overall Suitability for the Assignment*	10%	9	6	8
Total	100%	91	87	93

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

Ranking of Firms:

1. Kleinfelder
2. GM2
3. Hardisty + Hanover

Rating Considerations	Scoring of Firms			
	W E I G H T	GM2 Associates, Inc.	Hardisty & Hanover	Kleinfelder
Comprehension of the Assignment	20%	16	18	17
Clarity of the Proposal	20%	18	16	17
Capacity to Perform in a Timely Manner	20%	18	20	18
Quality & Experience of Project Manager/Team	20%	17	16	18
Previous Performance	10%	10	9	8
Overall Suitability for the Assignment*	10%	8	10	10
Total	100%	87	89	88

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

Ranking of Firms:

1. H+H
2. Kleinfelder
3. GM2

Rating Considerations	Scoring of Firms			
	W E I G H T	GM2 Associates, Inc.	Hardisty & Hanover	Kleinfelder
Comprehension of the Assignment	20%	17	15	19
Clarity of the Proposal	20%	18	17	19
Capacity to Perform in a Timely Manner	20%	19	17	18
Quality & Experience of Project Manager/Team	20%	19	18	19
Previous Performance	10%	9	7	10
Overall Suitability for the Assignment*	10%	9	8	9
Total	100%	90	82	94

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

Ranking of Firms:

1. Kleinfelder
2. GM2
3. H+H