



WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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Blair

Bureau of Bridge Design
 April 24, 2015

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 two individual Agreements with the firms of Greenman-Pedersen, Inc., Babylon, NY (vendor # 174805) and KTA-Tator, Inc., Pittsburgh, PA (vendor # 167236) for an amount not to exceed \$750,000 each (\$1,500,000 combined total), to provide on-call construction inspection and consulting services for painting bridges and structures located throughout the State, effective upon Governor and Council approval, through June 30, 2018.

Funding is available as follows for FY 2015, and is contingent upon the availability and continued appropriation of funds in FY 2016, FY 2017, and FY 2018:

	<u>FY 2015</u>	<u>FY2016</u>	<u>FY2017</u>	<u>FY2018</u>
04-96-96-963515-3054				
Consolidated Federal Aid				
400-500870 Engineering Consultants Non-Benefit	\$45,000	\$485,000	\$485,000	\$485,000

The Consolidated Federal Fund, AU 3054, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each particular project incurring expenses as a result of this request.

EXPLANATION

The construction inspection of painting steel bridges and structures, along with related coatings and environmental protection expertise, are specialized consultant services essential to the Department's Bridge Construction program. The Department does not have this capability and, therefore, requires the services of consultants with this expertise and experience.

The consultants will furnish Quality Assurance Construction Inspection services for the maintenance painting of highway bridges and structures in the State of NH, and inspection services for new steel at various fabrication shops located throughout the US. The work is anticipated to include performing coating condition evaluations, failure analysis, selection of coatings, specification development, construction quality assurance inspection, consulting for environmental compliance, training, laboratory analysis, and other consulting coatings services.

The two proposed Agreements are each for a period of three years and for the maximum contract amounts of \$750,000 each. The Agreements are to be administered by the Bureau of Bridge Design. The Federal Highway Administration may participate in these costs depending upon the funding of individual projects undertaken.

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 Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for two (2) Statewide On-Call Bridge Painting Inspection & Consulting Services contracts. The assignment was listed as a "Possible Action Project" on the Department's website on March 14, 2014, 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 May 22, 2014 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, four shortlisted firms were notified on June 20, 2014 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on September 11, 2014 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal and responses to RFP criteria, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the four 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 two (2) highest-ranking firms were asked to submit a fee proposal for negotiations.

Six consultant firms submitted a letter of interest for this contract, and the four firms shown in **bold font** comprised the Department's shortlist:

Consultant Firm

Corrpro Companies, Inc.
Greenman-Pedersen, Inc.
HRV Conformance Verification Associates, Inc.
KTA-Tator, Inc.
 SAK Environmental, LLC
 Terracon Consultants, Inc.

Office Location

Weymouth, MA
Wilmington, MA
Pittsburgh, PA
Pittsburgh, PA
 North Andover, MA
 Manchester, NH

The firms of Greenman-Pedersen, Inc. and KTA-Tator, Inc. have been recommended for the two contracts. These firms have excellent reputations and have demonstrated their capability to perform the required services in previous similar contracts with the Department.

Greenman-Pedersen, Inc. and KTA-Tator, Inc. have agreed to furnish the on-call services for an amount not to exceed \$750,000.00 for each contract. The cost for individual engineering services Task Orders assigned under this contract will be negotiated and the use of a modified cost plus fixed-fee or lump-sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. Individual construction inspection services Task Orders assigned under this contract will use the Specific Rates of Pay method of compensation. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

These Agreements (Statewide On-Call Bridge Painting Inspection and Consulting Services 29303) have 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 two Agreements for consulting services as outlined above.

Sincerely,



William Cass, P.E.
 Assistant Commissioner

PROJECT: Statewide On-Call Inspection of Bridge Painting Projects

DESCRIPTION: Two (2) Statewide On-Call Agreements, anticipated to have a maximum value of \$750,000 each over a three-year term, are needed to provide bridge painting inspection and consulting services on demand for various projects involving painting bridges and structures located throughout the State.

The service primarily required is construction inspection on site for bridge painting projects, but consulting services may also include coating evaluations and laboratory testing, specification and program development, expertise for environmental and worker protection, training, and other services related to painting bridges and structures.

Services Required: : INSP, BRDG, STRC

SUMMARY

Corpro Companies, Inc.	3	3	3	4					13
Greenman-Pedersen, Inc.	2	2	2	2					8
HRV Conformance Verification	4	4	4	3					15
KTA-Tator, Inc.	1	1	1	1					4

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	W E I G H T	Scoring of Firms			
		Corpro Companies, Inc.	Greenman-Pedersen, Inc.	HRV Conformance Verification Associates, Inc.	KTA-Tator, Inc.
Comprehension of the Assignment	20%	19	19	17	20
Clarity of the Proposal	20%	18	19	17	19
Capacity to Perform in a Timely Manner	20%	19	20	16	20
Quality & Experience of Project Manager/Team	20%	18	19	17	20
Previous Performance	10%	8	9	7	10
Overall Suitability for the Assignment*	10%	8	9	7	10
Total	100%	90	95	81	99

Rating Considerations	W E I G H T	Scoring of Firms			
		Corpro Companies, Inc.	Greenman-Pedersen, Inc.	HRV Conformance Verification Associates, Inc.	KTA-Tator, Inc.
Comprehension of the Assignment	20%	18	18	18	19
Clarity of the Proposal	20%	18	18	18	19
Capacity to Perform in a Timely Manner	20%	18	18	18	19
Quality & Experience of Project Manager/Team	20%	18	18	17	19
Previous Performance	10%	9	9	8	9
Overall Suitability for the Assignment*	10%	8	9	8	9
Total	100%	89	90	87	94

*Includes: Proximity to project and usage, quality and experience of subconsultants

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- Ranking of Firms:
1. KTA
 2. GPI
 3. Corpro
 4. HRV

- Ranking of Firms:
1. KTA - Tator, Inc
 2. Greenman-Pedersen Inc.
 3. Corpro Companies Inc
 4. HRV Conformance Verification Assoc

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms				
	W E I G H T	Corpro Companies, Inc.	Greenman-Pedersen, Inc.	HRV Conformance Verification Associates, Inc.	KTA-Tator, Inc.
Comprehension of the Assignment	20%	19	19	17	20
Clarity of the Proposal	20%	18	19	17	19
Capacity to Perform in a Timely Manner	20%	18	19	17	20
Quality & Experience of Project Manager/Team	20%	18	19	18	20
Previous Performance	10%	8	9	8	10
Overall Suitability for the Assignment*	10%	9	10	9	10
Total	100%	90	95	86	99

*Includes: Proximity to project and usage, quality and experience of subconsultants p

- Ranking of Firms:
1. KTA TATOR
 2. GPI
 3. CORPRO
 4. HRV

Rating Considerations	Scoring of Firms				
	W E I G H T	Corpro Companies, Inc.	Greenman-Pedersen, Inc.	HRV Conformance Verification Associates, Inc.	KTA-Tator, Inc.
Comprehension of the Assignment	20%	17	19	18	20
Clarity of the Proposal	20%	17	20	17	20
Capacity to Perform in a Timely Manner	20%	17	20	18	19
Quality & Experience of Project Manager/Team	20%	16	18	17	20
Previous Performance	10%	8	9	9	10
Overall Suitability for the Assignment*	10%	8	9	8	10
Total	100%	83	95	87	99

*Includes: Proximity to project and usage, quality and experience of subconsultants

- Ranking of Firms:
1. KTA
 2. GPI
 3. HRV
 4. Corpro

STATEWIDE ON-CALL BRIDGE PAINTING
INSPECTION AND CONSULTING SERVICES
29303

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**STATEWIDE ON-CALL BRIDGE PAINTING
INSPECTION AND CONSULTING SERVICES
29303**

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 23 day of April in the year 2015 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 Greenman-Pedersen, Inc., with principal place of business at 325 West Main Street in the City of Babylon, State of New York, and 181 Ballardvale Street, Suite 202 in the City of Wilmington, Commonwealth of Massachusetts, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to paint existing/new bridges and structures in the State of New Hampshire.

The DEPARTMENT requires various on-call professional construction inspection and consulting services involved with painting bridges and structures, including coating condition evaluations, failure analysis, coating selection, contract specification development, construction quality assurance (QA) inspection, training, laboratory analysis, and other consulting services related to environmental protection, worker health and safety, and painting bridges and structures. These services are outlined in the CONSULTANT'S technical proposal dated August 18, 2014 and fee proposal dated November 17, 2014 Revised February 18, 2015, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

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(Revised 4/14/10)

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. DESCRIPTION OF SERVICES

The work shall include construction inspection and consulting services on painting projects for bridges and structures located in the State of New Hampshire, and may also include limited quality assurance (QA) paint inspection at fabrication shops located outside or in the State of New Hampshire.

B. SCOPE OF WORK

The AGREEMENT shall include construction inspection and consulting services on painting projects for painting bridges and structures during the period of this Agreement, and as required by the Administrator, Bureau of Bridge Design. The Administrator, Bureau of Bridge Design shall notify the CONSULTANT of the authorization to proceed for each bridge project and shall control the assignment, duration and termination of work for the same at the Administrator's discretion.

The CONSULTANT shall be responsible directly to the Administrator, Bureau of Bridge Design or the Administrator's authorized representative in the performance of the work.

The professional construction inspection and consulting services provided by the CONSULTANT may include, but not necessarily be limited to, the following service tasks:

1. Coating condition evaluations
2. Maintenance bridge painting program development
3. Specification development
4. Construction quality assurance (QA) inspection
5. General consulting and training services

TASK # 1: COATING CONDITION EVALUATIONS

The CONSULTANT shall conduct detailed assessments of coating condition and degree of corrosion on bridges and structures. The goal of the assessment evaluation is to provide relevant data concerning the existing coating condition so that specific plans can be developed for maintenance painting. Evaluations may involve, but not necessarily be limited to, the following activities:

1. visual inspection and assessment;
2. physical testing (e.g. film thickness measurements, adhesion testing, chloride testing);
3. coating condition and degree of corrosion evaluation (e.g. determine percent coating failure);

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4. failure analysis (e.g. determine mode of coating failure);
5. photographic documentation;
6. environmental evaluation (e.g. collecting soil samples, sampling for air quality);
7. laboratory testing (e.g. for RCRA heavy metals, contaminants, hazardous materials, coating composition);
8. preparing and presenting assessment of bridge coating (ABC) reports.

TASK # 2: MAINTENANCE BRIDGE PAINTING PROGRAM DEVELOPMENT

The CONSULTANT shall recommend or develop, as required by the DEPARTMENT, programs, plans, and procedures for the best and most cost effective maintenance painting of State-owned bridges and structures which may include, but not necessarily be limited to, the following activities:

1. Methods of surface preparation;
2. Coating selection;
3. Environmental protection;
4. Worker health and safety compliance;
5. Project cost estimates (e.g. life cycle costs);
6. Preparing and presenting prioritized maintenance strategies and programs.

TASK # 3: CONTRACT SPECIFICATION DEVELOPMENT

The CONSULTANT shall develop comprehensive contract specifications detailing issues, such as:

1. Surface preparation;
2. Paint system selection and procurement;
3. Paint handling and application;
4. Quality acceptance & inspection;
5. Containment design and operation;
6. Environmental protection & regulatory compliance;
7. Worker health & safety compliance;
8. Hazardous waste handling, treatment, and disposal.

TASK # 4: CONSTRUCTION QA INSPECTION

1. Consultant Qualifications:

The consultant firm furnishing Quality Assurance Coating Inspectors shall have the following qualifications:

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(Revised 4/14/10)

- a. The firm shall employ a minimum of ten Coatings Inspectors with at least NACE Level II qualification and shall be able to demonstrate that the Coating Inspectors have been on the firm's payroll during the previous twelve-month period.
- b. The firm shall have a minimum of three years continuous experience furnishing Coating Inspection services to State DOT's for projects involving bridges and other industrial structures during the period immediately preceding the request-for-qualification letter.
- c. The firm shall have provided satisfactory Coating Inspection services to a minimum of two State Departments of Transportation for bridges and structures during the previous three-year period;
- d. The firm shall be SSPC QP5 certified prior to December 1, 2016 and maintain certification to the end of the period of this Agreement.
- e. The firm shall be able to furnish Coating Inspection services at bridges, job sites, and (as needed) fabrication shops located in the State of New Hampshire.

2. Inspector Classification and Qualifications:

Quality Assurance Coating Inspectors shall be qualified and have prior experience for the work they are to perform and shall adequately and completely perform the requirements of the following Coating Inspector classifications:

a. Coatings Inspector

A Coatings Inspector shall be qualified to NACE Coating Inspector Level 2, or approved equal, have a minimum of two years work experience on bridge painting projects involving lead-based paint, and have successfully completed the SSPC C-3 course and SSPC C-5 refresher updates, as required. This inspector classification is limited to simpler bridge and overpass painting projects, unless otherwise permitted or directed, or working under the supervision of a Senior Coatings Inspector on complex bridge painting projects.

b. Senior Coatings Inspector

A Senior Coatings Inspector shall be qualified to NACE Coating Inspector Level 3 (Peer Review), or approved equal, have a minimum of five years work experience on bridge painting projects involving lead-based paint, and have successfully completed the SSPC C-3 course and SSPC C-5 refresher updates, as required. This inspector classification is required for longer or more complex bridge painting projects, as directed.

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3. Consultant Duties:

- a. The CONSULTANT shall provide full-time QA inspection services during the Contractor's painting activities.
- b. The CONSULTANT shall provide a Senior Coatings Inspector for truss bridges, moveable bridges, arch bridges, longer plate-girder bridges, built-up riveted through plate girder bridges, and other complex bridges requiring experienced inspection skills. A Coatings Inspector will be assigned to projects involving simpler bridge types, such as rolled beam overpass bridges, short plate-girder bridges, etc. , or working under the supervision of a Senior Coatings Inspector on complex bridge painting projects, as determined by the Department.
- c. The CONSULTANT shall furnish the DEPARTMENT, prior to the proposed construction dates, documentation of the qualification and experience of all inspection personnel providing QA inspection services.
- d. The CONSULTANT shall ensure the competence of all inspection personnel actually engaged in the work and shall immediately replace any that are determined by the DEPARTMENT to be incompetent, unqualified, or to be performing their work in an unsatisfactory manner.

4. Inspector Duties:

- a. The Inspector shall be on-site full-time during all periods when the Contractor is working on active surface preparation or coating application activities, up to a maximum ten hours per day unless approved otherwise.
- b. The Inspector's duty is to observe, document, and report all of the Contractor's surface preparation, paint application, and related construction activities. Specific duties under these circumstances shall include:
 - (1) Conducting or attending pre-construction meetings;
 - (2) Confirmation of the Contractor's QC process through review of QC documentation, observations, and duplicate spot testing at key hold points;
 - (3) Performing hold-point QA observations of surface preparation (e.g. cleanliness, blast quality, surface profile, etc.), testing (e.g. chlorides), and coating application (e.g. mixing, thinning, application, measuring film thickness, etc.) as outlined in the contract specifications;
 - (4) Witnessing and documenting that the Contractor has performed monitoring, sampling, and testing (e.g. ambient high volume and regulated-area air monitoring, soil sampling,

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and hazardous waste sampling associated with lead abatement on projects), as required in the contract or as directed by the Department;

- (5) Completing daily reports and environmental observation checklists documenting measurements and observations made during the shift;
 - (6) Notifying the DEPARTMENT of deteriorated structural conditions, as directed;
 - (7) Verbally reporting deviations and non-conformances with the project specification in a timely manner to the Contractor and the Department, and assisting in their resolution, as needed; and
 - (8) Submitting copies of daily reports to the Department so that non-conforming items are documented for corrective action and resolution. The Inspector will rely on the Department to accept or reject deviations or non-conformances, and to accept or reject proposed Contractor corrective action.
- c. Inspection will be carried out in strict compliance with the written contract specifications or as modified by the DEPARTMENT in writing.
 - d. Reports - The Inspector shall maintain daily inspection reports of all Contractor paint-related activities when present at the job-site. These reports will be bound in a weekly report package and presented weekly to the DEPARTMENT. Any unresolved disputes or quality non-conformance items will be immediately reported to the DEPARTMENT.
 - e. The Inspector will verbally inform the Contractor and notify the DEPARTMENT of Contractor activities which are observed and believed to be in non-conformance with the environmental protection requirements;
 - f. The CONSULTANT's Inspector, at the DEPARTMENT'S direction, will have the authority to shut the job down, if required, due to the Contractor's failure to fully implement the specifications.
 - g. The Inspector does not have control over, nor charge of, and accepts no responsibility for the means, methods, techniques, sequences and procedures, safety precautions and programs, or implementation of corrective actions in connection with the work, recognizing that the Contractor remains solely responsible to supervise, direct, and control all aspects of the work.
 - h. The Inspector is not required to monitor Contractor worker-safety compliance during the project, but will alert the Department if any practices are observed that are believed to be non-conforming. The contract specifications require the Contractor to furnish OSHA-

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compliant safe access to the work, to which the Inspector will confirm the suitability of such access to work areas necessary to safely perform the Inspector's work.

5. Assignment:

A project Inspector, once approved and assigned to a specific construction project, shall remain on the project until it is finished. Exceptions require proper notification from the CONSULTANT and prior approval by the DEPARTMENT. The Administrators of the Bureaus of Bridge Design and Construction may jointly approve the number of individual Inspectors required per project, the number of concurrent bridges to be inspected, and any special considerations involving Inspector assignments or working hours caused by a variation in the Contractor's schedule.

5. Governing Specifications:

The Inspector shall be governed in qualification, duties, and scope of work by the applicable portions of the current edition of the following documents, except as otherwise stated in the Contract Documents or in this AGREEMENT:

- a. NHDOT Standard Specifications for Road and Bridge Construction;*
- b. AASHTO LRFD Bridge Construction Specifications, Section 13, Painting;*
- c. SSPC PA1, Paint Application Specification No. 1, Shop, Field, and Maintenance Painting;*
- d. SSPC Bridge Coating Inspector Program (BCI);*
- e. NACE Coating Inspector Training & Certification Program;*
- f. SSPC C-3, Supervisor, Competent Person Training for Deleading of Industrial Structures, and C-5 Supervisor, Competent Person Refresher Training;*
- g. SSPC QP5 Certification Program for Coating and Lining Inspection Companies.*

TASK # 5: GENERAL CONSULTING AND TRAINING SERVICES

The CONSULTANT shall provide general consulting services and training as needed by the DEPARTMENT, such as the following:

1. Review DEPARTMENT procedures, policies, specifications, and functions;
2. Train DEPARTMENT personnel in basic aspects of corrosion control, worker health & safety, environmental protection, and regulatory compliance issues;
3. Prepare and present project plans at meetings, as required;
4. Provide expert witness services;
5. Provide other corrosion and environmental consulting services, as required;
6. Provide comprehensive project management.

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C. STAFFING

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the substitution in writing and provide resumes for the new individuals at least 14 days in advance of the proposed substitutions, for review by the DEPARTMENT.

D. QUALITY CONTROL

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

E. TASK ORDERS

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that will include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization-to-Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish materials to the CONSULTANT, such as existing bridge plans,

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inspection reports, governing specifications, special provisions, and any available information pertinent to the CONSULTANT's assignment.

G. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

The CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice-to-Proceed Letter. The CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

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

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT.

H. SUBMISSION OF REPORTS

The CONSULTANT shall prepare such reports, recommendations, contract specifications and documents, etc. as may be required by the DEPARTMENT for any given project.

During the construction inspection phase of a project, the CONSULTANT shall submit a written report to the DEPARTMENT describing the work performed on a project during a reporting week (Sunday through Saturday). A separate report shall be made for each bridge project and shall include the following:

1. a front sheet with project identification, and estimated completion percentage;
2. a brief, daily narrative describing the work performed and the hours worked by the Inspector(s);
3. a time sheet listing hours worked for each project; and
4. any other required or pertinent documentation related to the project.

The CONSULTANT shall submit two copies (including the original) of the report to the DEPARTMENT within two weeks of the report date. All reports shall properly identify the project by

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Town name, bridge location, bridge number, Federal and State project number (e.g. Town: Lincoln, State project no. P-2371-H, Br. No. 194/093, Br. location, I-93 NB over Hanson Brook).

I. DELIVERABLES

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

1. 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.

2. 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/.)

3. 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:

- a) Word Processing: Microsoft Word 2010 or NHDOT compatible version
- b) Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version
- c) 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.

4. 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:

- a) Compact Disc (CD): Files on CD(s) should be actual size, not compressed.
- b) DVD: Files on DVD(s) should be actual size, not compressed.

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c) Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

5. **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 (*.DOC), Microsoft Excel (*.XLS), etc.) and an electronic version in Adobe Acrobat (*.PDF) file format.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is June 30, 2018, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this Agreement. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

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ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES AGREEMENTS

A. AGREEMENT 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 the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$750,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$750,000.00 total amount.)

B. METHOD OF COMPENSATION FOR ENGINEERING TASK ORDERS

The method of compensation for Engineering Services Task Orders issued under this agreement will either be a **Modified Cost-Plus-Fixed-Fee** format with method of payment as described in Section C, below, or a **Lump-Sum** format with method of payment as described in Section D, below.

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

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

1. **Task Order Cost** - The negotiated not-to-exceed cost of each modified cost-plus-fixed-fee format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate for the current contract period, and the other factors (fixed fee, direct expenses, and subconsultant costs) as follows:

$$\begin{aligned} & \text{Labor Costs (Sum of negotiated hours x contract labor rates)} \\ + & \text{ Fixed Fee (negotiated amount)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ \hline = & \text{ Task Order Cost} \end{aligned}$$

2. **Contract Labor Rates** – The contract labor rates will be the total hourly wage for each labor classification including overhead and annual contract adjustment rate (when applicable) as follows:

$$\begin{aligned} & \text{Direct Labor Rate (\$/hr)} \\ + & \text{ Direct Labor Rate x Overhead Rate (\%)} \\ \hline = & \text{ Contract Labor Rate (\$/hr) for Base Period (CLRBP)} \end{aligned}$$

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)
CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)*

*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for

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subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates that are in effect at the time a particular Task Order is issued shall remain effective throughout the duration of that Task Order and shall apply to all amendments issued for the Task Order. The contract labor rates for a Task Order will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the Task Order.

(The annual contract adjustment rate is set by the DEPARTMENT’S Consultant Selection Committee at their first meeting in January of each year and will be used for all On-Call contracts negotiated during that calendar year.)

In the event that the Completion Date for this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section J - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period of longer than 6 months, the annual contract adjustment rate shall apply and an additional Contract Period will be established.

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$50.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a \$xxxxx * per hour maximum Engineering Services contract labor rate.

ENGINEERING SERVICES CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Branch Manager/Project Director	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Project Manager	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Coatings Inspection Supervisor	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Technical Support Specialist	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Laboratory Scientist	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Structural Engineer	See Appendix A	See Appendix A	See Appendix A	See Appendix A

* Maximum Engineering Services contract labor rate allowed under this AGREEMENT.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is **3.0%**.

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4. **Overhead Factor** - The negotiated overhead factor for engineering/office work (**168.97%**) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** - Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

D. LUMP-SUM FORMAT

1. **Task Order Cost** - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT), direct expenses, and subconsultant costs. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment.

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E. METHOD OF COMPENSATION FOR INSPECTION TASK ORDERS

The method of compensation for Inspection Services Task Orders issued under this agreement will be Specific Rates of Pay (The Contract Labor Rates for the Specific Rates of Pay format include profit.)

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

1. **Task Order Cost** - The negotiated not-to-exceed cost of each Specific Rates of Pay format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate for the current contract period, and the other factors (direct expenses and subconsultant costs) as follows:

$$\begin{aligned} & \text{Labor Costs (Sum of negotiated hours x contract labor rates)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ \hline = & \text{ Task Order Cost} \end{aligned}$$

2. **Contract Labor Rates** – The contract labor rates will be the total hourly wage for each labor classification including overhead, profit, and annual contract adjustment rate (when applicable) as follows:

$$\begin{aligned} & \text{Direct Labor Rate (\$/hr)} \\ + & \text{ Direct Labor Rate x Overhead Rate (\%)} \\ + & \text{ [Direct Labor Rate (\$/hr)+Direct Labor Rate x Overhead Rate (\%)] x Profit (\%)} \\ \hline = & \text{ Contract Labor Rate (\$/hr) for Base Period (CLRBP)} \end{aligned}$$

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)
CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)*
*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates that are in effect at the time a particular Task Order is issued shall remain effective throughout the duration of that Task Order and shall apply to all amendments issued for the Task Order. The contract labor rates for a Task Order will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the Task Order.

(The annual contract adjustment rate is set by the DEPARTMENT'S Consultant Selection Committee at their first meeting in January of each year and will be used for all On-Call contracts negotiated during that calendar year.)

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In the event that the Completion Date of this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section J - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period longer than 6 months, the annual contract adjustment rate shall apply and an additional Contract Period will be established.

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$50.00 per hour (including annual contract adjustment rate **and overtime rates**) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a \$xxx.xx per hour maximum Inspection Services contract labor rate.

INSPECTION SERVICES CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Branch Manager/Project Director	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Project Manager	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Coatings Inspection Supervisor	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Technical Support Specialist	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Laboratory Scientist	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Senior Coatings Inspector	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Senior Coatings Inspector (OT Rate**)	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Coatings Inspector	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Coatings Inspector (OT Rate**)	See Appendix A	See Appendix A	See Appendix A	See Appendix A

* Maximum Inspection Services contract labor rate allowed under this AGREEMENT.

** The Contract Labor Rates in the above table shall apply for any 24 hours of the day, except that Coatings Inspectors may be paid overtime for hours worked over 40 hours per week. Coatings Inspectors shall not work more than ten hours per day without proper approval of the DEPARTMENT.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include the annual contract adjustment rate. For this

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AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%.

4. **Overhead Factor** - The negotiated overhead factor for field/inspection work (131.08%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Profit** - The rate for profit and non-reimbursed costs shall be negotiated based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)] and shall remain fixed at that rate for the life of the AGREEMENT. The negotiated rate for profit for this AGREEMENT is 8.0 %.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** – Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

F. SUBCONSULTANT SUPPORTING SERVICES

(Subconsultant Supporting Services were not anticipated during negotiations for this AGREEMENT.)

G. INVOICING and PAYMENT

The CONSULTANT shall submit two copies of invoices to the DEPARTMENT containing the following:

- (a) Task Order number, project name and number (if applicable);
- (b) Number, description, and cost of each item being billed (modified cost+ and SRP);
- (c) Quantity delivered/Percentage completed this billing period of each item being billed;
- (d) Amount due for each item being billed (modified cost+ and SRP);
- (e) Invoice amount/Total due
- (f) Amount billed through this invoice (contract cumulative)

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(g) Percentage of contract complete

The DEPARTMENT will compensate the CONSULTANT the amount agreed to for said Task Order upon the satisfactory completion and acceptance of the work. Payments will be made upon approval of the submittals/deliverables by the DEPARTMENT. The CONSULTANT may request partial payment for each separate Task Order, provided that no successive request for partial payment is submitted closer than 28 days. A progress report, a proper invoice, and, if requested by the DEPARTMENT, a copy of the plans and other supporting data, shall be submitted with each request for partial payment. A progress report shall be prepared and submitted by the CONSULTANT every thirty (30) days with each invoice requesting a partial payment for all Task Orders that exceed 60 days in length. For modified cost plus fixed fee format Task Orders, the fixed fee invoiced amounts shall be based upon the overall percent complete of the Task Order scope of work as approved by the DEPARTMENT. Upon satisfactory completion and acceptance of the work for each individual Task Order, the CONSULTANT may submit a proper invoice to request final payment.

H. RECORDS - REPORTS

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 voucher payment 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 Regulation (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 audit, to review all items charged to overhead 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 the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to 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 total amount to be paid shown in Article II, Section A – Agreement General Fee. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

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(Revised 3/24/10)

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 of 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 _____ 181 Ballardvale Street, Suite 202, Wilmington, MA.

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 performed prior to termination. If no contract or contracts for construction of the project

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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 therefore except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the Department to the extent that the revised alignment will lie completely or partially outside

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- 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 in order to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefore in accordance with Article II, Section B, 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 B.

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 of the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

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.

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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". For subconsultants working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 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 \$25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

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 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

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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 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 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, 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.

ARTICLE IV
(Revised 3/24/10)

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.

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 complied with, 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.

ARTICLE IV
(Revised 3/24/10)

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 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

ARTICLE IV
(Revised 3/24/10)

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.

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT 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.

ARTICLE IV
(Revised 3/24/10)

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

ARTICLE IV
(Revised 3/24/10)

APPENDIX A

CONSULTANT'S FEE PROPOSAL

GPI Greenman – Pedersen, Inc.

Engineering and Construction Services

REVISED FEE PROPOSAL – February 18, 2015 Statewide On-Call Bridge Painting Inspection and Consulting Services Statewide Agreement 29303

Hourly Rates for Tasks 1, 2, 3, & 5 – Engineering Services (Home Office OH Rate)							
NOTE: Rates below do not include profit.							
Employee	Employee Classification	Direct Labor Rate (\$/hr)	Average Labor Rate (\$/hr)	Overhead (\$/hr @ 168.97%)	Total Hourly Wage Base Period	Total Hourly Wage Contract Period 2 (+3%)	Total Hourly Wage Contract Period 3 (+3%)
Branch Manager / Project Director							
Christer Ericsson, PE	Branch Manager	\$50.00*	\$50.00*	\$84.49	\$134.49	\$134.49	\$134.49
Project Manager							
Timothy Letton	Project Manager	\$50.00*	\$50.00*	\$84.49	\$134.49	\$134.49	\$134.49
Coatings Inspection Supervisor							
Ramon Pelaez	Coatings Inspection Supervisor	\$46.00	\$46.00	\$77.73	\$123.73	\$127.44	\$131.26
Technical Support Specialist							
Chris Farschon, PE, PCS	QMS Manager	\$50.00*	\$50.00*	\$84.49	\$134.49	\$134.49	\$134.49
Dr. Lloyd Smith	Protective Coatings Specialist	\$50.00*	\$50.00*	\$84.49	\$134.49	\$134.49	\$134.49
Laboratory Scientist							
Sarah Olthof	Lead Scientist	\$49.00	\$49.00	\$82.80	\$131.80	\$134.49	\$134.49
Structural Engineer							
Kimberly Armstrong, PE	Project Engineer	\$46.50	\$36.50	\$61.67	\$98.17	\$101.12	\$104.15
Michael Shustack	Engineer	\$26.50	\$36.50	\$61.67	\$98.17	\$101.12	\$104.15
*Maximum Labor Rate for NHDOT \$50.00/hr; actual Pay Rates for these individuals are higher than \$50.00/hr							

REVISED FEE PROPOSAL – February 18, 2015
Statewide On-Call Bridge Painting Inspection and Consulting Services
Statewide Agreement 29303

Hourly Rates for Tasks 1, 2, 3, & 5 – Engineering Services (Home Office OH Rate)							
Rate computed @ 1.5 times base rate for hours worked over 40 hours per week on NHDOT projects.							
NOTE: Rates below do not include profit							
Employee	Employee Classification	Direct Labor Rate (\$/hr)	Average Labor Rate (\$/hr)	Overhead (\$/hr @ 168.97%)	Total Hourly Wage Base Period	Total Hourly Wage Contract Period 2 (+ 3%)	Total Hourly Wage Contract Period 3 (+ 3%)
<i>Project Director</i>							
Christer Ericsson, PE	Branch Manager	Base Rate: No overtime premium rate					
<i>Project Manager</i>							
Timothy Letton	Project Manager	Base Rate: No overtime premium rate					
<i>Coatings Inspection Supervisor</i>							
Ramon Pelaez	Coatings Inspection Supervisor	\$50.00*	\$50.00*	\$77.73	\$127.73	\$130.06	\$132.46
<i>Technical Support Specialist</i>							
Chris Farschon, PE, PCS	QMS Manager	Base Rate: No overtime premium rate					
Dr. Lloyd Smith	Protective Coatings Specialist	Base Rate: No overtime premium rate					
<i>Laboratory Scientist</i>							
Sarah Olthof	Lead Scientist	\$50.00*	\$50.00*	\$82.80	\$132.80	\$134.49	\$134.49
<i>Structural Engineer</i>							
Kimberly Armstrong, PE	Project Engineer	Base Rate: No overtime premium rate					
Michael Shustack	Engineer	Base Rate: No overtime premium rate					
* Maximum Labor Rate for NHDOT \$50.00/hr; actual Pay Rates for these individuals are higher than \$50.00/hr							

REVISED FEE PROPOSAL – February 19, 2015
Statewide On-Call Bridge Painting Inspection and Consulting Services
Statewide Agreement 29303

Hourly Rates for Task 4 – Inspection Services (Field OH Rates)							
NOTE: Rates below include 8% Profit							
Employee	Employee Classification	Direct Labor (\$/hr)	Average Labor Rate (\$/hr)	Overhead & Profit (131.08% OH & 8% Profit)	Total Hourly Wage Contract Period	Total Hourly Wage Contract Period 2 (+ 3%)	Total Hourly Wage Contract Period 3 (+ 3%)
<i>Branch Manager / Project Director</i>							
Christer Ericsson, PE	Branch Manager	\$50.00*	\$50.00*	\$74.78	\$124.78	\$124.78	\$124.78
<i>Project Manager</i>							
Timothy Letton	Project Manager	\$50.00*	\$50.00*	\$74.78	\$124.78	\$124.78	\$124.78
<i>Coatings Inspection Supervisor</i>							
Ramon Pelaez	Coatings Inspection Supervisor	\$46.00	\$46.00	\$68.80	\$114.80	\$118.24	\$121.79
<i>Technical Support Specialist</i>							
Chris Farschon, PE	QMS Manager	\$50.00*	\$50.00*	\$74.78	\$124.78	\$124.78	\$124.78
Lloyd Smith	Protective Coatings Specialist	\$50.00*	\$50.00*	\$124.78	\$124.78	\$124.78	\$124.78
<i>Laboratory Scientist</i>							
Sarah Olthof	Lead Scientist	\$49.00	\$49.00	\$73.29	\$122.29	\$124.78	\$124.78
<i>Structural Engineer</i>							
Kimberly Armstrong, PE	Project Engineer	\$46.50	\$36.50	\$54.59	\$91.09	\$93.82	\$96.64
Michael Shustack	Engineer	\$26.50	\$36.50	\$54.59	\$91.09	\$93.82	\$96.64
* Maximum Labor Rate for NHDOT \$50.00/hr; actual Pay Rates for these individuals are higher than \$50.00/hr							

REVISED FEE PROPOSAL – February 18, 2015
Statewide On-Call Bridge Painting Inspection and Consulting Services
Statewide Agreement 29303

Hourly Rates for Task 4 – Inspection Services (Field OH Rates) – CONTINUED							
NOTE: Rates below include 8% Profit							
Employee	Employee Classification	Direct Labor (\$/hr)	Average Labor Rate (\$/hr)	Overhead & Profit (131.08% OH & 8% Profit)	Total Hourly Wage Contract Period	Total Hourly Wage Contract Period 2 (+ 3%)	Total Hourly Wage Contract Period 3 (+ 3%)
<i>Senior Coatings Inspector</i>							
Richard Berghuis	Sr. Coatings Inspector	\$39.00	\$38.78	\$58.00	\$96.78	\$99.69	\$102.68
Walter (Doug) Crouse	Sr. Coatings Inspector	\$39.00	\$38.78	\$58.00	\$96.78	\$99.69	\$102.68
John Gresh	Sr. Coatings Inspector	\$37.50	\$38.78	\$58.00	\$96.78	\$99.69	\$102.68
Brian Kelley	Sr. Coatings Inspector	\$38.00	\$38.78	\$58.00	\$96.78	\$99.69	\$102.68
Andrew Jeffrey	Sr. Coatings Inspector	\$40.00	\$38.78	\$58.00	\$96.78	\$99.69	\$102.68
Anthony Johnson	Sr. Coatings Inspector	\$37.00	\$38.78	\$58.00	\$96.78	\$99.69	\$102.68
Michael Makosky	Sr. Coatings Inspector	\$42.00	\$38.78	\$58.00	\$96.78	\$99.69	\$102.68
Tommie Mathews	Sr. Coatings Inspector	\$39.00	\$38.78	\$58.00	\$96.78	\$99.69	\$102.68
Mark Silcox	Sr. Coatings Inspector	\$37.50	\$38.78	\$58.00	\$96.78	\$99.69	\$102.68
<i>Coatings Inspector</i>							
John DeBarros	Coatings Inspector	\$25.00	\$28.50	\$42.63	\$71.13	\$73.26	\$75.46
Timothy McKnight	Coatings Inspector	\$32.00	\$28.50	\$42.63	\$71.13	\$73.26	\$75.46

GPI Greenman – Pedersen, Inc.

Engineering and Construction Services

REVISED FEE PROPOSAL – February 19, 2015 Statewide On-Call Bridge Painting Inspection and Consulting Services Statewide Agreement 29303

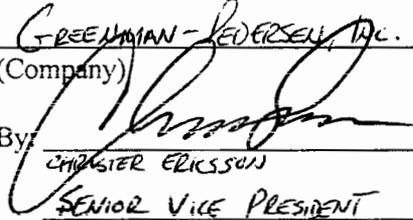
Hourly Rates for Task 4 – Inspection Services (Field OH Rates)							
Rate computed @ 1.5 times base rate for hours worked over 40 hours per week on NHDOT projects.							
NOTE: Rates below include 8% Profit							
Employee	Employee Classification	Direct Labor (\$/hr)	Average Labor Rate (\$/hr)	Overhead & Profit (131.08% OH & 8% Profit)	Total Hourly Wage Contract Period	Total Hourly Wage Contract Period 2 (+ 3%)	Total Hourly Wage Contract Period 3 (+ 3%)
Branch Manager / Project Director							
Christer Ericsson, PE	Branch Manager	Base Rate: No overtime premium rate					
Project Manager							
Timothy Letton	Project Manager	Base Rate: No overtime premium rate					
Coatings Inspection Supervisor							
Ramon Pelaez	Coatings Inspection Supervisor	\$50.00*	\$50.00*	\$68.80	\$118.80	\$120.86	\$122.99
Technical Support Specialist							
Chris Farschon, PE	QMS Manager	Base Rate: No overtime premium rate					
Lloyd Smith	Protective Coatings Specialist	Base Rate: No overtime premium rate					
Laboratory Scientist							
Sarah Olthof	Lead Scientist	\$50.00*	\$50.00*	\$73.29	\$123.29	\$124.78	\$124.78
Structural Engineer							
Kimberly Armstrong, PE	Project Engineer	Base Rate: No overtime premium rate					
Michael Shustack	Engineer	Base Rate: No overtime premium rate					
* Maximum Labor Rate for NHDOT \$50.00/hr; actual Pay Rates for these individuals are higher than \$50.00/hr							

REVISED FEE PROPOSAL – February 18, 2015
Statewide On-Call Bridge Painting Inspection and Consulting Services
Statewide Agreement 29303

Hourly Rates for Task 4 – Inspection Services (Field OH Rates) – CONTINUED							
Rate computed @ 1.5 times base rate for hours worked over 40 hours per week on NHDOT projects.							
NOTE: Rates below include 8% Profit							
Employee	Employee Classification	Direct Labor (\$/hr)	Average Labor Rate (\$/hr)	Overhead & Profit (131.08% OH & 8% Profit)	Total Hourly Wage Contract Period	Total Hourly Wage Contract Period 2 (+ 3%)	Total Hourly Wage Contract Period 3 (+ 3%)
Senior Coatings Inspector							
Richard Berghuis	Sr. Coatings Inspector	\$50.00*	\$50.00*	\$58.00	\$108.00	\$109.74	\$111.53
Walter (Doug) Crouse	Sr. Coatings Inspector	\$50.00*	\$50.00*	\$58.00	\$108.00	\$109.74	\$111.53
John Gresh	Sr. Coatings Inspector	\$50.00*	\$50.00*	\$58.00	\$108.00	\$109.74	\$111.53
Brian Kelley	Sr. Coatings Inspector	\$50.00*	\$50.00*	\$58.00	\$108.00	\$109.74	\$111.53
Andrew Jeffrey	Sr. Coatings Inspector	\$50.00*	\$50.00*	\$58.00	\$108.00	\$109.74	\$111.53
Anthony Johnson	Sr. Coatings Inspector	\$50.00*	\$50.00*	\$58.00	\$108.00	\$109.74	\$111.53
Michael Makosky	Sr. Coatings Inspector	\$50.00*	\$50.00*	\$58.00	\$108.00	\$109.74	\$111.53
Tommie Mathews	Sr. Coatings Inspector	\$50.00*	\$50.00*	\$58.00	\$108.00	\$109.74	\$111.53
Mark Silcox	Sr. Coatings Inspector	\$50.00*	\$50.00*	\$58.00	\$108.00	\$109.74	\$111.53
Coatings Inspector							
John DeBarros	Coatings Inspector	\$37.50	\$42.75	\$42.63	\$85.38	\$87.94	\$90.58
Timothy McKnight	Coatings Inspector	\$48.00	\$42.75	\$42.63	\$85.38	\$87.94	\$90.58
* Maximum Labor Rate for NHDOT \$50.00/hr; actual Pay Rates for these individuals are higher than \$50.00/hr							

**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, proposed subconsultant, hereby certifies that it has , 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 , 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.

GREENMAN - PEDERSEN, INC.
(Company)
By: 
CHRISTOPHER ERICSSON
SENIOR VICE PRESIDENT
(Title)

Date: 4/23/15

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.

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

I hereby affirm that I have read and reviewed the 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.

4/23/15
(Date)


(Signature)

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the SENIOR VICE PRESIDENT and duly-authorized representative of the firm of GREENMAN-RODSEN, 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.

09/23/15
(Date)


(Signature)

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

except as here expressly stated (if any):

4/29/15
(Date)

William Orr
(Signature)

**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.

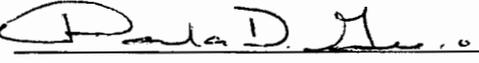
The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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

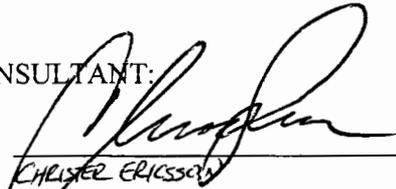
(SEAL)

Consultant

WITNESSES TO THE CONSULTANT:

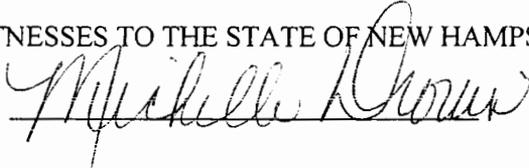
By: 
Notary Public (Title)
Dated: 4/23/15

CONSULTANT:

By: 
CHESTER ERICSSON
SENIOR VICE PRESIDENT (Title)
Dated: 4/23/15

Department of Transportation

WITNESSES TO THE STATE OF NEW HAMPSHIRE THE STATE OF NEW HAMPSHIRE

By: 

Dated: 4/29/15

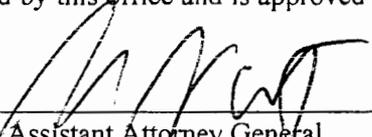
By: 

COMMISSIONER
Dated: 4/29/15

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: 5/7/15

By: 
Assistant Attorney General

Secretary of State

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

Dated: _____

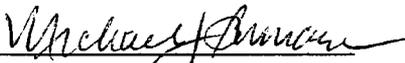
Attest:

By: _____
Secretary of State

At a meeting of the Board of Directors of Greenman-Pedersen, Inc., at which all the Directors were present or waived notice, it was

VOTED, Christer Ericsson, Senior Vice President, of Greenman-Pedersen, Inc., be and he hereby is authorized to execute contracts and bonds in the name and behalf of said Company, and affix its corporate seal thereto; and such execution of any contract or obligation in this Company's name on its behalf by such Senior Vice President, under seal of the Company, shall be valid and binding upon this Company.

A true copy

ATTEST: 
Michael J. Buoncore
Secretary/Treasurer

Place of Business:
Greenman-Pedersen, Inc.
181 Ballardvale Street, Suite 202
Wilmington, MA 01887

Date of this Declaration: April 23, 2015

I hereby certify that I am the Secretary/Treasurer of Greenman-Pedersen, Inc. and that Christer Ericsson is the duly elected Senior Vice President of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.


Michael J. Buoncore
Secretary/Treasurer

Corporate Seal

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 GREENMAN-PEDERSEN, INC., a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on February 12, 2002. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2015

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 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 PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: KARL HUCKE PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: mbuonomo@genattgrp.com	FAX (A/C, No): 1-516-706-2973
	INSURER(S) AFFORDING COVERAGE	
INSURED GREENMAN Greenman Pedersen, Inc. 325 West Main Street (Wilmington) Babylon NY 11702	INSURER A: Liberty Insurance Corp	
	INSURER B: Ironshore Indemnity Inc	
	INSURER C: First Liberty Insurance Corp	
	INSURER D: Liberty Mutual Fire Insurance Co.	
	INSURER E: L.M. Insurance Corp. & Affiliates I	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 665402112 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		TB6Z11260851014	12/31/2014	12/31/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS2Z11260851264	12/31/2014	12/31/2015	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		TH7Z11260851024	12/31/2014	12/31/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
E	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 <input type="checkbox"/> N/A	WA5Z1D260851254	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
B	Professional Liability		001546101	6/30/2014	6/30/2016	Each Claim \$5,000,000 Aggregate \$10,000,000 Deductible \$75,000

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

WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY FOREGOING PER POLICY FORM (F) PROPERTY - AGCS MARINE INSURANCE COMPANY POLICY #MXI93055344 (EFF DATE: 12/31/14-15), VALUABLE PAPERS LIMIT \$100,000
RE: MAX-2014032.00- NHDOT Contract #29303- Statewide On-Call Bride Painting Inspection and Consulting Services

The State of New Hampshire Department of Transportation is included as additional insured as required by written contract. Additional See Attached...

CERTIFICATE HOLDER State of New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03302-0483	CANCELLATION 30 day notice applies 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 
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ADDITIONAL REMARKS SCHEDULE

AGENCY PG Genatt Group LLC		NAMED INSURED Greenman Pedersen, Inc. 325 West Main Street (Wilmington) Babylon NY 11702	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Insured Status Encompasses General Liability and Automobile Coverage as required by written contract. Primary Insurance Status Encompasses General Liability and Automobile Coverage on a Primary and Non-Contributory Basis. Waiver of Subrogation Status Encompasses General Liability, Automobile and Workers Compensation Coverage as required by written contract.

**STATEWIDE ON-CALL BRIDGE PAINTING
INSPECTION AND CONSULTING SERVICES
29303**

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ATTACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
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6. CERTIFICATION OF GOOD STANDING
7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY / VOTE
9. SEAL-AND-SIGNATURE PAGE

**STATEWIDE ON-CALL BRIDGE PAINTING
INSPECTION AND CONSULTING SERVICES
29303**

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 24 day of April in the year 2015 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 KTA-Tator, Inc., with principal place of business at 115 Technology Drive in the City of Pittsburgh, Commonwealth of Pennsylvania, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to paint existing/new bridges and structures in the State of New Hampshire.

The DEPARTMENT requires various on-call professional construction inspection and consulting services involved with painting bridges and structures, including coating condition evaluations, failure analysis, coating selection, contract specification development, construction quality assurance (QA) inspection, training, laboratory analysis, and other consulting services related to environmental protection, worker health and safety, and painting bridges and structures. These services are outlined in the CONSULTANT'S technical proposal dated August 14, 2014 and fee proposal dated November 13, 2014, which are 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
(Revised 4/14/10)

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. DESCRIPTION OF SERVICES

The work shall include construction inspection and consulting services on painting projects for bridges and structures located in the State of New Hampshire, and may also include limited quality assurance (QA) paint inspection at fabrication shops located outside or in the State of New Hampshire.

B. SCOPE OF WORK

The AGREEMENT shall include construction inspection and consulting services on painting projects for painting bridges and structures during the period of this Agreement, and as required by the Administrator, Bureau of Bridge Design. The Administrator, Bureau of Bridge Design shall notify the CONSULTANT of the authorization to proceed for each bridge project and shall control the assignment, duration and termination of work for the same at the Administrator's discretion.

The CONSULTANT shall be responsible directly to the Administrator, Bureau of Bridge Design or the Administrator's authorized representative in the performance of the work.

The professional construction inspection and consulting services provided by the CONSULTANT may include, but not necessarily be limited to, the following service tasks:

1. Coating condition evaluations
2. Maintenance bridge painting program development
3. Specification development
4. Construction quality assurance (QA) inspection
5. General consulting and training services

TASK # 1: COATING CONDITION EVALUATIONS

The CONSULTANT shall conduct detailed assessments of coating condition and degree of corrosion on bridges and structures. The goal of the assessment evaluation is to provide relevant data concerning the existing coating condition so that specific plans can be developed for maintenance painting. Evaluations may involve, but not necessarily be limited to, the following activities:

1. visual inspection and assessment;
2. physical testing (e.g. film thickness measurements, adhesion testing, chloride testing);
3. coating condition and degree of corrosion evaluation (e.g. determine percent coating failure);

ARTICLE I
(Revised 4/14/10)

4. failure analysis (e.g. determine mode of coating failure);
5. photographic documentation;
6. environmental evaluation (e.g. collecting soil samples, sampling for air quality);
7. laboratory testing (e.g. for RCRA heavy metals, contaminants, hazardous materials, coating composition);
8. preparing and presenting assessment of bridge coating (ABC) reports.

TASK # 2: MAINTENANCE BRIDGE PAINTING PROGRAM DEVELOPMENT

The CONSULTANT shall recommend or develop, as required by the DEPARTMENT, programs, plans, and procedures for the best and most cost effective maintenance painting of State-owned bridges and structures which may include, but not necessarily be limited to, the following activities:

1. Methods of surface preparation;
2. Coating selection;
3. Environmental protection;
4. Worker health and safety compliance;
5. Project cost estimates (e.g. life cycle costs);
6. Preparing and presenting prioritized maintenance strategies and programs.

TASK # 3: CONTRACT SPECIFICATION DEVELOPMENT

The CONSULTANT shall develop comprehensive contract specifications detailing issues, such as:

1. Surface preparation;
2. Paint system selection and procurement;
3. Paint handling and application;
4. Quality acceptance & inspection;
5. Containment design and operation;
6. Environmental protection & regulatory compliance;
7. Worker health & safety compliance;
8. Hazardous waste handling, treatment, and disposal.

TASK # 4: CONSTRUCTION QA INSPECTION

1. Consultant Qualifications:

The consultant firm furnishing Quality Assurance Coating Inspectors shall have the following qualifications:

ARTICLE I
(Revised 4/14/10)

- a. The firm shall employ a minimum of ten Coatings Inspectors with at least NACE Level II qualification and shall be able to demonstrate that the Coating Inspectors have been on the firm's payroll during the previous twelve-month period.
- b. The firm shall have a minimum of three years continuous experience furnishing Coating Inspection services to State DOT's for projects involving bridges and other industrial structures during the period immediately preceding the request-for-qualification letter.
- c. The firm shall have provided satisfactory Coating Inspection services to a minimum of two State Departments of Transportation for bridges and structures during the previous three-year period;
- d. The firm shall be SSPC QP5 certified prior to December 1, 2016 and maintain certification to the end of the period of this Agreement.
- e. The firm shall be able to furnish Coating Inspection services at bridges, job sites, and (as needed) fabrication shops located in the State of New Hampshire.

2. Inspector Classification and Qualifications:

Quality Assurance Coating Inspectors shall be qualified and have prior experience for the work they are to perform and shall adequately and completely perform the requirements of the following Coating Inspector classifications:

a. Coatings Inspector

A Coatings Inspector shall be qualified to NACE Coating Inspector Level 2, or approved equal, have a minimum of two years work experience on bridge painting projects involving lead-based paint, and have successfully completed the SSPC C-3 course and SSPC C-5 refresher updates, as required. This inspector classification is limited to simpler bridge and overpass painting projects, unless otherwise permitted or directed, or working under the supervision of a Senior Coatings Inspector on complex bridge painting projects.

b. Senior Coatings Inspector

A Senior Coatings Inspector shall be qualified to NACE Coating Inspector Level 3 (Peer Review), or approved equal, have a minimum of five years work experience on bridge painting projects involving lead-based paint, and have successfully completed the SSPC C-3 course and SSPC C-5 refresher updates, as required. This inspector classification is required for longer or more complex bridge painting projects, as directed.

ARTICLE I
(Revised 4/14/10)

3. Consultant Duties:

- a. The CONSULTANT shall provide full-time QA inspection services during the Contractor's painting activities.
- b. The CONSULTANT shall provide a Senior Coatings Inspector for truss bridges, moveable bridges, arch bridges, longer plate-girder bridges, built-up riveted through plate girder bridges, and other complex bridges requiring experienced inspection skills. A Coatings Inspector will be assigned to projects involving simpler bridge types, such as rolled beam overpass bridges, short plate-girder bridges, etc. , or working under the supervision of a Senior Coatings Inspector on complex bridge painting projects, as determined by the Department.
- c. The CONSULTANT shall furnish the DEPARTMENT, prior to the proposed construction dates, documentation of the qualification and experience of all inspection personnel providing QA inspection services.
- d. The CONSULTANT shall ensure the competence of all inspection personnel actually engaged in the work and shall immediately replace any that are determined by the DEPARTMENT to be incompetent, unqualified, or to be performing their work in an unsatisfactory manner.

4. Inspector Duties:

- a. The Inspector shall be on-site full-time during all periods when the Contractor is working on active surface preparation or coating application activities, up to a maximum ten hours per day unless approved otherwise.
- b. The Inspector's duty is to observe, document, and report all of the Contractor's surface preparation, paint application, and related construction activities. Specific duties under these circumstances shall include:
 - (1) Conducting or attending pre-construction meetings;
 - (2) Confirmation of the Contractor's QC process through review of QC documentation, observations, and duplicate spot testing at key hold points;
 - (3) Performing hold-point QA observations of surface preparation (e.g. cleanliness, blast quality, surface profile, etc.), testing (e.g. chlorides), and coating application (e.g. mixing, thinning, application, measuring film thickness, etc.) as outlined in the contract specifications;
 - (4) Witnessing and documenting that the Contractor has performed monitoring, sampling, and testing (e.g. ambient high volume and regulated-area air monitoring, soil sampling,

ARTICLE I
(Revised 4/14/10)

and hazardous waste sampling associated with lead abatement on projects), as required in the contract or as directed by the Department;

- (5) Completing daily reports and environmental observation checklists documenting measurements and observations made during the shift;
 - (6) Notifying the DEPARTMENT of deteriorated structural conditions, as directed;
 - (7) Verbally reporting deviations and non-conformances with the project specification in a timely manner to the Contractor and the Department, and assisting in their resolution, as needed; and
 - (8) Submitting copies of daily reports to the Department so that non-conforming items are documented for corrective action and resolution. The Inspector will rely on the Department to accept or reject deviations or non-conformances, and to accept or reject proposed Contractor corrective action.
- c. Inspection will be carried out in strict compliance with the written contract specifications or as modified by the DEPARTMENT in writing.
 - d. Reports - The Inspector shall maintain daily inspection reports of all Contractor paint-related activities when present at the job-site. These reports will be bound in a weekly report package and presented weekly to the DEPARTMENT. Any unresolved disputes or quality non-conformance items will be immediately reported to the DEPARTMENT.
 - e. The Inspector will verbally inform the Contractor and notify the DEPARTMENT of Contractor activities which are observed and believed to be in non-conformance with the environmental protection requirements;
 - f. The CONSULTANT's Inspector, at the DEPARTMENT'S direction, will have the authority to shut the job down, if required, due to the Contractor's failure to fully implement the specifications.
 - g. The Inspector does not have control over, nor charge of, and accepts no responsibility for the means, methods, techniques, sequences and procedures, safety precautions and programs, or implementation of corrective actions in connection with the work, recognizing that the Contractor remains solely responsible to supervise, direct, and control all aspects of the work.
 - h. The Inspector is not required to monitor Contractor worker-safety compliance during the project, but will alert the Department if any practices are observed that are believed to be non-conforming. The contract specifications require the Contractor to furnish OSHA-

ARTICLE I
(Revised 4/14/10)

compliant safe access to the work, to which the Inspector will confirm the suitability of such access to work areas necessary to safely perform the Inspector's work.

5. Assignment:

A project Inspector, once approved and assigned to a specific construction project, shall remain on the project until it is finished. Exceptions require proper notification from the CONSULTANT and prior approval by the DEPARTMENT. The Administrators of the Bureaus of Bridge Design and Construction may jointly approve the number of individual Inspectors required per project, the number of concurrent bridges to be inspected, and any special considerations involving Inspector assignments or working hours caused by a variation in the Contractor's schedule.

5. Governing Specifications:

The Inspector shall be governed in qualification, duties, and scope of work by the applicable portions of the current edition of the following documents, except as otherwise stated in the Contract Documents or in this AGREEMENT:

- a. *NHDOT Standard Specifications for Road and Bridge Construction;*
- b. *AASHTO LRFD Bridge Construction Specifications, Section 13, Painting;*
- c. *SSPC PA1, Paint Application Specification No. 1, Shop, Field, and Maintenance Painting;*
- d. *SSPC Bridge Coating Inspector Program (BCI);*
- e. *NACE Coating Inspector Training & Certification Program;*
- f. *SSPC C-3, Supervisor, Competent Person Training for Deleading of Industrial Structures, and C-5 Supervisor, Competent Person Refresher Training;*
- g. *SSPC QP5 Certification Program for Coating and Lining Inspection Companies.*

TASK # 5: GENERAL CONSULTING AND TRAINING SERVICES

The CONSULTANT shall provide general consulting services and training as needed by the DEPARTMENT, such as the following:

1. Review DEPARTMENT procedures, policies, specifications, and functions;
2. Train DEPARTMENT personnel in basic aspects of corrosion control, worker health & safety, environmental protection, and regulatory compliance issues;
3. Prepare and present project plans at meetings, as required;
4. Provide expert witness services;
5. Provide other corrosion and environmental consulting services, as required;
6. Provide comprehensive project management.

ARTICLE I
(Revised 4/14/10)

C. STAFFING

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the substitution in writing and provide resumes for the new individuals at least 14 days in advance of the proposed substitutions, for review by the DEPARTMENT.

D. QUALITY CONTROL

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

E. TASK ORDERS

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that will include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization-to-Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish materials to the CONSULTANT, such as existing bridge plans,

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inspection reports, governing specifications, special provisions, and any available information pertinent to the CONSULTANT's assignment.

G. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

The CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice-to-Proceed Letter. The CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

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

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT.

H. SUBMISSION OF REPORTS

The CONSULTANT shall prepare such reports, recommendations, contract specifications and documents, etc. as may be required by the DEPARTMENT for any given project.

During the construction inspection phase of a project, the CONSULTANT shall submit a written report to the DEPARTMENT describing the work performed on a project during a reporting week (Sunday through Saturday). A separate report shall be made for each bridge project and shall include the following:

1. a front sheet with project identification, and estimated completion percentage;
2. a brief, daily narrative describing the work performed and the hours worked by the Inspector(s);
3. a time sheet listing hours worked for each project; and
4. any other required or pertinent documentation related to the project.

The CONSULTANT shall submit two copies (including the original) of the report to the DEPARTMENT within two weeks of the report date. All reports shall properly identify the project by

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Town name, bridge location, bridge number, Federal and State project number (e.g. Town: Lincoln, State project no. P-2371-H, Br. No. 194/093, Br. location, I-93 NB over Hanson Brook).

I. DELIVERABLES

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

1. 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.

2. 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/.)

3. 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:

- a) Word Processing: Microsoft Word 2010 or NHDOT compatible version
- b) Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version
- c) 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.

4. 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:

- a) Compact Disc (CD): Files on CD(s) should be actual size, not compressed.
- b) DVD: Files on DVD(s) should be actual size, not compressed.

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c) Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

5. **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 (*.DOC), Microsoft Excel (*.XLS), etc.) and an electronic version in Adobe Acrobat (*.PDF) file format.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is June 30, 2018, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this Agreement. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

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ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES AGREEMENTS

A. AGREEMENT 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 the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$750,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$750,000.00 total amount.)

B. METHOD OF COMPENSATION FOR ENGINEERING TASK ORDERS

The method of compensation for Engineering Services Task Orders issued under this agreement will either be a **Modified Cost-Plus-Fixed-Fee** format with method of payment as described in Section C, below, or a **Lump-Sum** format with method of payment as described in Section D, below.

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

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

1. **Task Order Cost** - The negotiated not-to-exceed cost of each modified cost-plus-fixed-fee format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate for the current contract period, and the other factors (fixed fee, direct expenses, and subconsultant costs) as follows:

$$\begin{aligned} & \text{Labor Costs (Sum of negotiated hours x contract labor rates)} \\ + & \text{ Fixed Fee (negotiated amount)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ \hline = & \text{ Task Order Cost} \end{aligned}$$

2. **Contract Labor Rates** – The contract labor rates will be the total hourly wage for each labor classification including overhead and annual contract adjustment rate (when applicable) as follows:

$$\begin{aligned} & \text{Direct Labor Rate (\$/hr)} \\ + & \text{ Direct Labor Rate x Overhead Rate (\%)} \\ \hline = & \text{ Contract Labor Rate (\$/hr) for Base Period (CLRBP)} \end{aligned}$$

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)
CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)*

*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for

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subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates that are in effect at the time a particular Task Order is issued shall remain effective throughout the duration of that Task Order and shall apply to all amendments issued for the Task Order. The contract labor rates for a Task Order will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the Task Order.

(The annual contract adjustment rate is set by the DEPARTMENT'S Consultant Selection Committee at their first meeting in January of each year and will be used for all On-Call contracts negotiated during that calendar year.)

In the event that the Completion Date for this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section J - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period of longer than 6 months, the annual contract adjustment rate shall apply and an additional Contract Period will be established.

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$50.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a \$xxxxx * per hour maximum Engineering Services contract labor rate.

ENGINEERING SERVICES CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Branch Manager/Project Director	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Project Manager	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Coatings Inspection Supervisor	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Technical Support Specialist	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Laboratory Scientist	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Structural Engineer	See Appendix A	See Appendix A	See Appendix A	See Appendix A

* Maximum Engineering Services contract labor rate allowed under this AGREEMENT.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is **3.0%**.

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4. **Overhead Factor** - The negotiated overhead factor for engineering/office work (**148.01**) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
 5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
 6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
 7. **Subconsultant Costs** - Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.
- D. LUMP-SUM FORMAT**
1. **Task Order Cost** - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT), direct expenses, and subconsultant costs. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment.

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E. METHOD OF COMPENSATION FOR INSPECTION TASK ORDERS

The method of compensation for Inspection Services Task Orders issued under this agreement will be Specific Rates of Pay (The Contract Labor Rates for the Specific Rates of Pay format include profit.)

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

1. **Task Order Cost** - The negotiated not-to-exceed cost of each Specific Rates of Pay format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate for the current contract period, and the other factors (direct expenses and subconsultant costs) as follows:

$$\begin{aligned} & \text{Labor Costs (Sum of negotiated hours x contract labor rates)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ \hline = & \text{ Task Order Cost} \end{aligned}$$

2. **Contract Labor Rates** – The contract labor rates will be the total hourly wage for each labor classification including overhead, profit, and annual contract adjustment rate (when applicable) as follows:

$$\begin{aligned} & \text{Direct Labor Rate (\$/hr)} \\ + & \text{ Direct Labor Rate x Overhead Rate (\%)} \\ + & \text{ [Direct Labor Rate (\$/hr)+Direct Labor Rate x Overhead Rate (\%)] x Profit (\%)} \\ \hline = & \text{ Contract Labor Rate (\$/hr) for Base Period (CLRBP)} \end{aligned}$$

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)
CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)*
*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates that are in effect at the time a particular Task Order is issued shall remain effective throughout the duration of that Task Order and shall apply to all amendments issued for the Task Order. The contract labor rates for a Task Order will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the Task Order.

(The annual contract adjustment rate is set by the DEPARTMENT'S Consultant Selection Committee at their first meeting in January of each year and will be used for all On-Call contracts negotiated during that calendar year.)

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In the event that the Completion Date of this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section J - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period longer than 6 months, the annual contract adjustment rate shall apply and an additional Contract Period will be established.

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$50.00 per hour (including annual contract adjustment rate **and overtime rates**) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a \$xxx.xx per hour maximum Inspection Services contract labor rate.

INSPECTION SERVICES CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Branch Manager/Project Director	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Project Manager	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Coatings Inspection Supervisor	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Technical Support Specialist	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Laboratory Scientist	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Senior Coatings Inspector	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Senior Coatings Inspector (OT Rate**)	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Coatings Inspector	See Appendix A	See Appendix A	See Appendix A	See Appendix A
Coatings Inspector (OT Rate**)	See Appendix A	See Appendix A	See Appendix A	See Appendix A

* Maximum Inspection Services contract labor rate allowed under this AGREEMENT.

** The Contract Labor Rates in the above table shall apply for any 24 hours of the day, except that Coatings Inspectors may be paid overtime for hours worked over 40 hours per week. Coatings Inspectors shall not work more than ten hours per day without proper approval of the DEPARTMENT.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include the annual contract adjustment rate. For this

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AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%.

4. **Overhead Factor** - The negotiated overhead factor for field/inspection work (148.01%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Profit** - The rate for profit and non-reimbursed costs shall be negotiated based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)] and shall remain fixed at that rate for the life of the AGREEMENT. The negotiated rate for profit for this AGREEMENT is 8.0 %.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** - Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

F. SUBCONSULTANT SUPPORTING SERVICES

(Subconsultant Supporting Services were not anticipated during negotiations for this AGREEMENT.)

G. INVOICING and PAYMENT

The CONSULTANT shall submit two copies of invoices to the DEPARTMENT containing the following:

- (a) Task Order number, project name and number (if applicable);
- (b) Number, description, and cost of each item being billed (modified cost+ and SRP);
- (c) Quantity delivered/Percentage completed this billing period of each item being billed;
- (d) Amount due for each item being billed (modified cost+ and SRP);
- (e) Invoice amount/Total due
- (f) Amount billed through this invoice (contract cumulative)

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(g) Percentage of contract complete

The DEPARTMENT will compensate the CONSULTANT the amount agreed to for said Task Order upon the satisfactory completion and acceptance of the work. Payments will be made upon approval of the submittals/deliverables by the DEPARTMENT. The CONSULTANT may request partial payment for each separate Task Order, provided that no successive request for partial payment is submitted closer than 28 days. A progress report, a proper invoice, and, if requested by the DEPARTMENT, a copy of the plans and other supporting data, shall be submitted with each request for partial payment. A progress report shall be prepared and submitted by the CONSULTANT every thirty (30) days with each invoice requesting a partial payment for all Task Orders that exceed 60 days in length. For modified cost plus fixed fee format Task Orders, the fixed fee invoiced amounts shall be based upon the overall percent complete of the Task Order scope of work as approved by the DEPARTMENT. Upon satisfactory completion and acceptance of the work for each individual Task Order, the CONSULTANT may submit a proper invoice to request final payment.

H. RECORDS - REPORTS

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 voucher payment 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 Regulation (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 audit, to review all items charged to overhead 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 the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to 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 total amount to be paid shown in Article II, Section A – Agreement General Fee. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

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ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of 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 _____ 115 Technology Drive, Pittsburgh, Pennsylvania.

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 performed prior to termination. If no contract or contracts for construction of the project

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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 therefore except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the Department to the extent that the revised alignment will lie completely or partially outside

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- 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 in order to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefore in accordance with Article II, Section B, 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 B.

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 of the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

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.

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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". For subconsultants working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 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 \$25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

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 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

ARTICLE IV
(Revised 3/24/10)

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 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 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, 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.

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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.

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 complied with, 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.

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(Revised 3/24/10)

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 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

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(Revised 3/24/10)

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.

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT 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.

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(Revised 3/24/10)

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

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APPENDIX A

CONSULTANT'S FEE PROPOSAL

KTA-TATOR, INC.
LABOR CLASSIFICATION TABLE - NHDOT CONTRACT 29303

Employee	Employee Classification	Direct Labor Rate	Average Labor Rate	Office Overhead & Burden 1.4801	Total Hourly Wage Base Period	Total Hourly Wage Contract Period 2	Total Hourly Wage Contract Period 3
Project Manager (Straight Time)							
Jeffrey H. Towill	Project Manager	\$39.84	\$39.84	\$58.97	\$98.81	\$101.77	\$104.82
Senior Technical Consultant (Straight Time)							
Kenneth A. Trimber	Sr. Tech. Consultant	\$65.00	\$50.00	\$74.01	\$124.01	\$127.73	\$131.56
Daniel P. Adley	Sr. Tech. Consultant	\$65.00	\$50.00	\$74.01	\$124.01	\$127.73	\$131.56
Average			\$50.00	\$74.01	\$124.01	\$127.73	\$131.56
Certified Industrial Hygienist (Straight Time)							
Daniel P. Adley	CIH/CSP	\$65.00	\$50.00	\$74.01	\$124.01	\$127.73	\$131.56
Senior Environmental Specialist (Straight Time)							
Daniel A. O'Malley	Sr. Env. Specialist	\$32.72	\$32.72	\$48.43	\$81.15	\$83.58	\$86.09
Allan J. Blasko	Sr. Env. Specialist	\$36.14	\$36.14	\$53.49	\$89.63	\$92.32	\$95.09
Average			\$34.43	\$50.96	\$85.39	\$87.95	\$90.59
Project Engineer (Straight Time)							
Michael P. Reina, PE	Project Engineer	\$42.61	\$42.61	\$63.07	\$105.68	\$108.85	\$112.11
Project Professional (Straight Time)							
Robert S. Lanterman	Project Professional	\$33.08	\$33.08	\$48.96	\$82.04	\$84.50	\$87.04
Laboratory Manager (Straight Time)							
Cynthia L. O'Malley	Laboratory Manager	\$47.01	\$47.01	\$69.58	\$116.59	\$120.09	\$123.69
Valerie D. Sherbondy	Laboratory Tech. Mgr.	\$33.39	\$33.39	\$49.42	\$82.81	\$85.29	\$87.85
Average			\$40.20	\$59.50	\$99.70	\$102.69	\$105.77
Senior Chemist (Straight Time)							
Christina M. Stewart	Senior Chemist	\$25.08	\$25.08	\$37.12	\$62.20	\$64.07	\$65.99
Support (Straight Time)							
Kathy M. Memmo	Support	\$22.90	\$22.90	\$33.89	\$56.79	\$58.50	\$60.25
April S. Mastrangelo	Support	\$18.43	\$18.43	\$27.28	\$45.71	\$47.08	\$48.49
Vickie Galloway	Support	\$15.68	\$15.68	\$23.21	\$38.89	\$40.05	\$41.26
Kimberly Werry	Support	\$19.38	\$19.38	\$28.68	\$48.06	\$49.51	\$50.99
Average			\$19.10	\$28.27	\$47.36	\$48.78	\$50.25
Senior Coatings Inspectors (Straight Time) (Field Overhead Rate 1.3652)							
Herbert W. Armstrong	Sr. Coatings Inspector	\$32.29	\$32.29	\$44.08	\$76.37	\$78.66	\$81.02
Sue Ann Awezec	Sr. Coatings Inspector	\$33.17	\$33.17	\$45.28	\$78.45	\$80.81	\$83.23
Jeremy M. Crowell	Sr. Coatings Inspector	\$30.24	\$30.24	\$41.28	\$71.52	\$73.67	\$75.88
Arthur L. DeLong	Sr. Coatings Inspector	\$32.17	\$32.17	\$43.92	\$76.09	\$78.37	\$80.72
Marty G. Hurd	Sr. Coatings Inspector	\$30.74	\$30.74	\$41.97	\$72.71	\$74.89	\$77.13
Thomas J. Linevitch	Sr. Coatings Inspector	\$31.34	\$31.34	\$42.79	\$74.13	\$76.35	\$78.64
Edward B. Luba	Sr. Coatings Inspector	\$31.67	\$31.67	\$43.24	\$74.91	\$77.15	\$79.47
Elias N. Maillis	Sr. Coatings Inspector	\$29.02	\$29.02	\$39.62	\$68.64	\$70.70	\$72.82
Patrick E. Nolen	Sr. Coatings Inspector	\$35.78	\$35.78	\$48.85	\$84.63	\$87.17	\$89.78
Michael C. Spires	Sr. Coatings Inspector	\$38.20	\$38.20	\$52.15	\$90.35	\$93.06	\$95.85
Average			\$32.46	\$44.32	\$76.78	\$79.08	\$81.45

Senior Coatings Inspectors (Overtime) (Field Overhead Rate 1.3652)

Herbert W. Armstrong	Sr. Coatings Inspector	\$48.44	\$48.44	\$66.13	\$114.57	\$118.01	\$121.55
John Awezec	Sr. Coatings Inspector	\$49.76	\$49.76	\$67.93	\$117.69	\$121.22	\$124.86
Jeremy M. Crowell	Sr. Coatings Inspector	\$45.36	\$45.36	\$61.93	\$107.29	\$110.50	\$113.82
Arthur L. DeLong	Sr. Coatings Inspector	\$48.26	\$48.26	\$65.88	\$114.14	\$117.57	\$121.10
Marty G. Hurd	Sr. Coatings Inspector	\$46.11	\$46.11	\$62.95	\$109.06	\$112.33	\$115.70
Thomas J. Linevitch	Sr. Coatings Inspector	\$47.01	\$47.01	\$64.18	\$111.19	\$114.52	\$117.96
Edward B. Luba	Sr. Coatings Inspector	\$47.51	\$47.51	\$64.86	\$112.37	\$115.74	\$119.21
Elias N. Maillis	Sr. Coatings Inspector	\$43.53	\$43.53	\$59.43	\$102.96	\$106.05	\$109.23
Patrick E. Nolen	Sr. Coatings Inspector	\$53.67	\$53.67	\$73.27	\$126.94	\$130.75	\$134.67
Michael C. Spires	Sr. Coatings Inspector	\$57.30	\$57.30	\$78.23	\$135.53	\$139.59	\$143.78
Average			\$48.70	\$66.48	\$115.17	\$118.63	\$122.19

**KTA-TATOR, INC.
NHDOT CONTRACT 29303**

ENGINEERING SERVICES CONTRACT LABOR RATES (PER HOUR)

Classification	Base Period	Contract Period 2	Contract Period 3
Project Manager	\$98.81	\$101.77	\$104.82
Senior Technical Consultant	\$124.01	\$127.73	\$131.56
Certified Industrial Hygienist	\$124.01	\$127.73	\$131.56
Senior Environmental Specialist	\$85.39	\$87.95	\$90.59
Project Engineer	\$105.68	\$108.85	\$112.11
Project Professional	\$82.04	\$84.50	\$87.04
Laboratory Manager	\$99.70	\$102.69	\$105.77
Senior Chemist	\$62.20	\$64.07	\$65.99
Support	\$47.36	\$48.78	\$50.25
NHDOT Salary Cap Rate	\$50.00	\$50.00	\$50.00

The maximum contract labor rate allowed for these positions shall normally be \$50.00 per hour, but the higher rates indicated may be used for specific tasks for personnel performing specialty services work when authorized in writing in advance by the DEPARTMENT.

KTA-TATOR, INC.
NHDOT CONTRACT 29303

INSPECTION SERVICES CONTRACT LABOR RATES (PER HOUR)

Classification	Base Period	Contract Period 2	Contract Period 3
Project Manager (Straight Time)	\$98.81	\$101.77	\$104.82
Senior Coatings Inspector (Straight Time)	\$76.78	\$79.08	\$81.45
Senior Coatings Inspector (Overtime)	\$115.77	\$118.63	\$122.19

**KTA-TATOR, INC.
NH DOT CONTRACT 29303**

EXPENSES

Mileage Rate (2014 IRS Rate)		\$0.56	per mile
Airfare (Actual Cost)	maximum	\$1,000.00	per trip
Car Rental (Actual Cost)	maximum	\$100.00	per day
** Per Diem			
Standard Rate	Lodging (maximum excluding taxes)	\$83.00	per day
	Meals and Incidental Expenses (maximum)	\$46.00	per day
Concord (Merrimack)	Lodging (maximum excluding taxes)	\$88.00	per day
	Meals and Incidental Expenses (maximum)	\$51.00	per day
Conway (Carroll)	Lodging (maximum excluding taxes)	\$158.00	per day
	Meals and Incidental Expenses (maximum)	\$61.00	per day
Durham (Strafford)	Lodging (maximum excluding taxes)	\$97.00	per day
	Meals and Incidental Expenses (maximum)	\$46.00	per day
Laconia (Belknap)	Lodging (maximum excluding taxes)	\$112.00	per day
	Meals and Incidental Expenses (maximum)	\$51.00	per day
Lebanon/Lincoln/ West Lebanon (Sullivan, Grafton)	Lodging (maximum excluding taxes)	\$115.00	per day
	Meals and Incidental Expenses (maximum)	\$56.00	per day
Manchester (Hillsborough)	Lodging (maximum excluding taxes)	\$92.00	per day
	Meals and Incidental Expenses (maximum)	\$56.00	per day
Portsmouth (Rockingham)	Lodging (maximum excluding taxes)	\$140.00	per day
	Meals and Incidental Expenses (maximum)	\$61.00	per day

**Based on New Hampshire GSA Per Diem Rates for FY2015

KTA-TATOR, INC.
LABOR CLASSIFICATION TABLE - NHDOT CONTRACT 29303

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Senior Technical Consultant (Straight Time)							
Kenneth A. Trimmer	Sr. Tech. Consultant	\$65.00	\$50.00	\$74.01	\$124.01	\$127.73	\$131.56
Daniel P. Adley	Sr. Tech. Consultant	\$65.00	\$50.00	\$74.01	\$124.01	\$127.73	\$131.56
	Average		\$50.00	\$74.01	\$124.01	\$127.73	\$131.56
Certified Industrial Hygienist (Straight Time)							
Daniel P. Adley	CIH/CSP	\$65.00	\$50.00	\$74.01	\$124.01	\$127.73	\$131.56
Senior Environmental Specialist (Straight Time)							
Daniel A. O'Malley	Sr. Env. Specialist	\$32.72	\$32.72	\$48.43	\$81.15	\$83.58	\$86.09
Allan J. Blasko	Sr. Env. Specialist	\$36.14	\$36.14	\$53.49	\$89.63	\$92.32	\$95.09
	Average		\$34.43	\$50.96	\$85.39	\$87.95	\$90.59
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Laboratory Manager (Straight Time)							
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Valerie D. Sherbondy	Laboratory Tech. Mgr.	\$33.39	\$33.39	\$49.42	\$82.81	\$85.29	\$87.85
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Nickie Galloway	Support	\$15.68	\$15.68	\$23.21	\$38.89	\$40.05	\$41.26
Kimberly Werry	Support	\$19.38	\$19.38	\$28.68	\$48.06	\$49.51	\$50.99
	Average		\$19.10	\$28.27	\$47.36	\$48.78	\$50.25
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Jeremy M. Crowell	Sr. Coatings Inspector	\$30.24	\$30.24	\$41.28	\$71.52	\$73.67	\$75.88
Arthur L. DeLong	Sr. Coatings Inspector	\$32.17	\$32.17	\$43.92	\$76.09	\$78.37	\$80.72
Marty G. Hurd	Sr. Coatings Inspector	\$30.74	\$30.74	\$41.97	\$72.71	\$74.89	\$77.13
Thomas J. Linevitch	Sr. Coatings Inspector	\$31.34	\$31.34	\$42.79	\$74.13	\$76.35	\$78.64
Edward B. Luba	Sr. Coatings Inspector	\$31.67	\$31.67	\$43.24	\$74.91	\$77.15	\$79.47
James L. Maillis	Sr. Coatings Inspector	\$29.02	\$29.02	\$39.62	\$68.64	\$70.70	\$72.82
Patrick E. Nolen	Sr. Coatings Inspector	\$35.78	\$35.78	\$48.85	\$84.63	\$87.17	\$89.78
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Arthur L. DeLong	Sr. Coatings Inspector	\$48.26	\$48.26	\$65.88	\$114.14	\$117.57	\$121.10
Marty G. Hurd	Sr. Coatings Inspector	\$46.11	\$46.11	\$62.95	\$109.06	\$112.33	\$115.70
Thomas J. Linevitch	Sr. Coatings Inspector	\$47.01	\$47.01	\$64.18	\$111.19	\$114.52	\$117.96
Edward B. Luba	Sr. Coatings Inspector	\$47.51	\$47.51	\$64.86	\$112.37	\$115.74	\$119.21
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Patrick E. Nolen	Sr. Coatings Inspector	\$53.67	\$53.67	\$73.27	\$126.94	\$130.75	\$134.67
Michael C. Spires	Sr. Coatings Inspector	\$57.30	\$57.30	\$78.23	\$135.53	\$139.59	\$143.78
Average			\$48.70	\$66.48	\$115.17	\$118.63	\$122.19

**KTA-TATOR, INC.
NHDOT CONTRACT 29303**

ENGINEERING SERVICES CONTRACT LABOR RATES (PER HOUR)

Classification	Base Period	Contract Period 2	Contract Period 3
Project Manager	\$98.81	\$101.77	\$104.82
Senior Technical Consultant	\$124.01	\$127.73	\$131.56
Certified Industrial Hygienist	\$124.01	\$127.73	\$131.56
Senior Environmental Specialist	\$85.39	\$87.95	\$90.59
Project Engineer	\$105.68	\$108.85	\$112.11
Project Professional	\$82.04	\$84.50	\$87.04
Laboratory Manager	\$99.70	\$102.69	\$105.77
Senior Chemist	\$62.20	\$64.07	\$65.99
Support	\$47.36	\$48.78	\$50.25
NHDOT Salary Cap Rate	\$50.00	\$50.00	\$50.00

The maximum contract labor rate allowed for these positions shall normally be \$50.00 per hour, but the higher rates indicated may be used for specific tasks for personnel performing specialty services work when authorized in writing in advance by the DEPARTMENT.

KTA-TATOR, INC.
NHDOT CONTRACT 29303

INSPECTION SERVICES CONTRACT LABOR RATES (PER HOUR)

Classification	Base Period	Contract Period 2	Contract Period 3
Project Manager (Straight Time)	\$98.81	\$101.77	\$104.82
Senior Coatings Inspector (Straight Time)	\$76.78	\$79.08	\$81.45
Senior Coatings Inspector (Overtime)	\$115.77	\$118.63	\$122.19

KTA-TATOR, INC.
NHDOT CONTRACT 29303

EXPENSES

Mileage Rate (2014 IRS Rate)		\$0.56	per mile
Airfare (Actual Cost)	maximum	\$1,000.00	per trip
Car Rental (Actual Cost)	maximum	\$100.00	per day
**Per Diem			
Standard Rate	Lodging (maximum excluding taxes)	\$83.00	per day
	Meals and Incidental Expenses (maximum)	\$46.00	per day
Concord (Merrimack)	Lodging (maximum excluding taxes)	\$88.00	per day
	Meals and Incidental Expenses (maximum)	\$51.00	per day
Conway (Carroll)	Lodging (maximum excluding taxes)	\$158.00	per day
	Meals and Incidental Expenses (maximum)	\$61.00	per day
Durham (Strafford)	Lodging (maximum excluding taxes)	\$97.00	per day
	Meals and Incidental Expenses (maximum)	\$46.00	per day
Laconia (Belknap)	Lodging (maximum excluding taxes)	\$112.00	per day
	Meals and Incidental Expenses (maximum)	\$51.00	per day
Lebanon/Lincoln/ West Lebanon Sullivan, Grafton)	Lodging (maximum excluding taxes)	\$115.00	per day
	Meals and Incidental Expenses (maximum)	\$56.00	per day
Manchester (Hillsborough)	Lodging (maximum excluding taxes)	\$92.00	per day
	Meals and Incidental Expenses (maximum)	\$56.00	per day
Portsmouth (Rockingham)	Lodging (maximum excluding taxes)	\$140.00	per day
	Meals and Incidental Expenses (maximum)	\$61.00	per day

**Based on New Hampshire GSA Per Diem Rates for FY2015

**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, 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.

ICTA - TATSO, INC.

(Company)
By: [Signature]

PRESIDENT

(Title)

Date: 4/24/15

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.

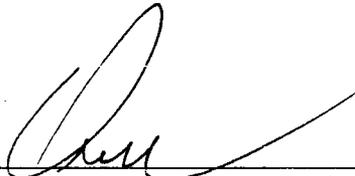
Proposed prime CONSULTANTS and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such CONSULTANT submits a report 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.

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

I hereby affirm that I have read and reviewed the 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.

4/24/15
(Date)


(Signature)

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the President and duly-authorized representative of the firm of KTA-Tator, 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:

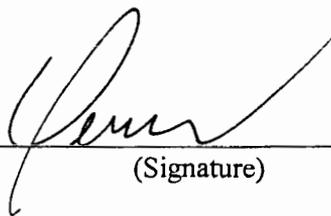
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving 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.

4/24/15
(Date)


(Signature)

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

except as here expressly stated (if any):

4/29/15
(Date)

William Pen
(Signature)

**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.

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

(SEAL)

Consultant

WITNESSES TO THE CONSULTANT:

By: Melissa Johnson
Michael Adams (Title)

Dated: 4/24/15

CONSULTANT:

By: [Signature]
PRESIDENT (Title)

Dated: 4/24/15

Department of Transportation

WITNESSES TO THE STATE OF NEW HAMPSHIRE THE STATE OF NEW HAMPSHIRE

By: Michelle Brown

Dated: 4/29/15

By: [Signature]
COMMISSIONER

Dated: 4/29/15

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: 5/17/15

By: [Signature]
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:
By: _____
Secretary of State

KTA-TATOR, INC.

Certificate of Vote

I, Daniel P. Adley, hereby certify that I am duly elected Secretary of KTA-Tator, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 27, 2015 at which a quorum of the Board was present and voting.

RESOLVED, that the following persons are authorized to sign, as indicated:

Kenneth B. Tator, PE; Kenneth A. Trimber; Daniel P. Adley; and John C. Konopka for all purposes.

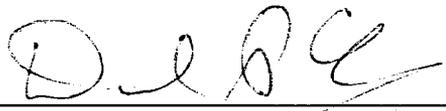
All document authors for the purpose of technical reports.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of April 24, 2015, and that Kenneth B. Tator, Kenneth A. Trimber, Daniel P. Adley, and John C. Konopka are the duly elected Chairman of the Board, President, CEO/Secretary, and Vice President of Finance, respectively, of this corporation.

This resolution applies specifically to New Hampshire Department of Transportation Agreement for Statewide Bridge Painting Inspection Services, State Project No. 29303.

Attest:

Date: 4/24/2015

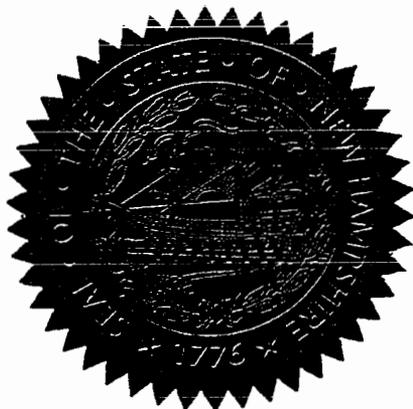


Daniel P. Adley
Secretary

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 KTA-TATOR, INC. a(n) Pennsylvania corporation, is authorized to transact business in New Hampshire and qualified on January 10, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of April, A.D. 2015

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)

4/17/2015

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 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 Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: certificates@willis.com
	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : National Union Fire Insurance Company of Pittsburgh NAIC # 19445
	INSURER B : New Hampshire Insurance Company 23841
	INSURER C : Lexington Insurance Company 19437
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		X	GL 1929762	10/13/2014	10/13/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 0948255	10/13/2014	10/13/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 018721287	10/13/2014	10/13/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation			WC 018721288	10/13/2014	10/13/2015	See Attached
C	Professional Liab.			013001645	10/13/2014	10/13/2015	Per Claim/Aggregate: 3,000,000

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

THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 4/17/2015

WC Policy Number #WC 018721287: AL, CO, CT, GA, IN, LA, MD, ME, MI, MO, MS, NV, NY, SC, TN, TX, WV.

Re: Statewide On-Call Bridge Painting Inspection & Consulting Services 29303

New Hampshire DOT is included as an Additional Insured as respects the General Liability policy where required by written contract.

Professional Liability policy has a \$75,000 deductible for this contract.

CERTIFICATE HOLDER	CANCELLATION
New Hampshire DOT Attn: Michelle John Morton Building, 7 Hazen Drive P.O. Box 483 Concord, NH 03302	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 

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Workers Compensation (IL, KY, NC, NH, UT, VT) CARRIER: New Hampshire Insurance Company POLICY TERM: 10/13/2014 – 10/13/2015 POLICY NUMBER: WC 018721288	WC - Per Statute Each accident \$1,000,000 Disease - policy limit \$1,000,000 Disease - each employee \$1,000,000
POLICY TYPE: Workers Compensation (MA, ND, OH, WA, WI, WY) CARRIER: New Hampshire Insurance Company POLICY TERM: 10/13/2014 – 10/13/2015 POLICY NUMBER: WC 018721289	WC - Per Statute Each accident \$1,000,000 Disease - policy limit \$1,000,000 Disease - each employee \$1,000,000
POLICY TYPE: Workers Compensation (AZ, VA) CARRIER: New Hampshire Insurance Company POLICY TERM: 10/13/2014 – 10/13/2015 POLICY NUMBER: WC 018721290	WC - Per Statute Each accident \$1,000,000 Disease - policy limit \$1,000,000 Disease - each employee \$1,000,000
POLICY TYPE: Workers Compensation (CA) CARRIER: New Hampshire Insurance Company POLICY TERM: 10/13/2014 – 10/13/2015 POLICY NUMBER: WC 018721291	WC - Per Statute Each accident \$1,000,000 Disease - policy limit \$1,000,000 Disease - each employee \$1,000,000
POLICY TYPE: Workers Compensation (NJ, PA) CARRIER: New Hampshire Insurance Company POLICY TERM: 10/13/2014 – 10/13/2015 POLICY NUMBER: WC 018721292	WC - Per Statute Each accident \$1,000,000 Disease - policy limit \$1,000,000 Disease - each employee \$1,000,000
POLICY TYPE: Workers Compensation (FL) CARRIER: Insurance Company of the State of Pennsylvania POLICY TERM: 10/13/2014 – 10/13/2015 POLICY NUMBER: WC 018721293	WC - Per Statute Each accident \$1,000,000 Disease - policy limit \$1,000,000 Disease - each employee \$1,000,000

INSURER CANCELLATION TERMS

NAMED INSURED KTA-Tator, Inc. 115 Technology Drive Pittsburgh, PA 15275	POLICY NO. GL 1929762, CA 0948255, WC 018721287, WC 018721288, WC 018721289, WC 018721290, WC 018721291, WC 018721292, WC 018721293, 013001645 EFFECTIVE DATE SEE PAGE 1
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Holder Name: New Hampshire DOT.

RE: Statewide On-Call Bridge Painting Inspection & Consulting Services 29303

Cancellation Terms:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice (15 days in the event of non-payment of premium) to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Cancellation Terms Apply to the Following Coverages:

General Liability, Auto Liability, Workers' Compensation and Professional Liability.