



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Design
November 12, 2020

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

REQUESTED ACTION

1. Authorize the Department of Transportation to amend Contract #4010121, with HNTB Corporation Kansas City, MO, Vendor # 175663, for construction support services in support of preservation efforts on five bridges either carrying I-93 SB or over I-93 SB in Manchester and Hooksett by increasing the total amount payable by \$53,555.29, (from \$324,528.19 to \$378,083.48) for additional construction services requested by the Department, effective upon Governor and Council approval. 100% Federal Funds.

Funding is available as follows for FY 2021 and is contingent upon the availability and continued appropriation of funds in FY 2022, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified as follows:

	<u>FY 2021</u>	<u>FY 2022</u>
04-96-96-963515-3054		
Consolidated Federal Aid		
046-500463 Eng Consultants Non-Benefits	\$45,000.00	\$8,555.29

2. Further, authorize to amend the contract's completion date from August 31, 2021 to Oct. 28, 2022, effective upon Governor and Council approval.

EXPLANATION

On May 15, 2019, the Governor and Council authorized the subject engineering and environmental services Agreement (Item #29; copy of Resolution attached) in the amount of \$324,528.19 to prepare preliminary and final design, environmental documents, and estimates of quantities and costs for the preservation efforts associated with the four existing bridges carrying I-93 SB from Mile Marker 22.4 to Mile Marker 21.4, as well as the bridge in Manchester carrying NH28A over I-93 and to provide construction support services for the same.

This amendment will accommodate work required to complete construction support services for the project.

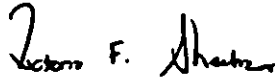
Also included in this amendment is an extension of the contract's completion date from August 31, 2021 to Oct. 28, 2022 to allow HNTB to provide any needed support throughout the duration of the construction contract.

The increase in fee as proposed is to commensurate with the additional engineering and technical services to be furnished. New Hampshire's share of this contract's funding is 80% Federal Funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% Federal Funds.

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

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

Sincerely,

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

Victoria F. Sheehan
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM J. CASS, P.E.
ASSISTANT COMMISSIONER

MANCHESTER – HOOKSETT
X-A004(648)
41475
(Amendment 2 for Construction Services)
(Agreement Dated May 15, 2019)

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

November 6, 2020

Mr. Paul Godfrey, P.E.
HNTB Corporation
6 Loudon Road, Suite 201
Concord, NH 03301

Dear Mr. Godfrey:

This letter amends Articles I and II in the above-referenced Agreement. The Article I amendment extends the contract completion date to Oct. 28, 2022 to make it consistent with the contractor's construction completion date. The Article II increase in fee is to provide construction support services. The original contract had hours for this effort, but the Department approved reallocation of those hours to cover HNTB's efforts for unanticipated work required to complete the design.

Article I, Section L (Date of Completion) is being amended to read as follows:

"In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional design services rendered under this AGREEMENT is Oct. 28, 2022. Completion of construction support services shall be in accordance with Article I-I – Construction Support Services", and Amendment 2 Scope of Work, dated November 3, 2020.

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by \$53,555.29 as payment for construction support services by HNTB Corp.

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

"The total amount to be paid under this AGREEMENT shall not exceed \$378,083.48, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of January 4th, 2019, and October 1, 2020),..."

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

- Increases the estimated amount of (a) actual CONSULTANT'S salaries, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead by \$48,517.97, from \$262,681.38 to \$311,199.35.
- Increases the amount of (b) fixed fee to cover profit and non-reimbursed costs by \$4,851.81, from \$26,268.15 to \$31,119.96.
- Increases the estimated amount of (c) reimbursement for direct, out-of-pocket expenses by \$185.50, from \$2,527.16 to \$2,712.66.

- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Normandeau Associates, Inc., which remains at \$33,051.50.

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

"Costs incurred against this AGREEMENT shall not exceed \$378,083.48, unless otherwise authorized."

The above additional work revises the total amount payable under this Agreement, which increases by \$53,555.29, from \$324,528.19 to \$378,083.48 by this amendment.

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

Sincerely,



Loretta Girard Doughty, P.E.
Administrator, Bureau of Bridge Design

Approved: 

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

We concur in the above Amendment.

HNTB CORPORATION

By: 

Title: Vice President

LGD/dls
attachments

Attachment 1

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

The CONSULTANT X , proposed subconsultant , hereby certifies that it has X , has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has X , has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

HNTB Corporation

(Company)

By: 

Vice President

(Title)

Date: November 30, 2020

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

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

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

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

Attachment 2

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

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

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

November 30, 2020
(Date)


(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Vice President and duly-authorized representative of the firm of HNTB Corporation and that neither I nor the above firm I here represent has:

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

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

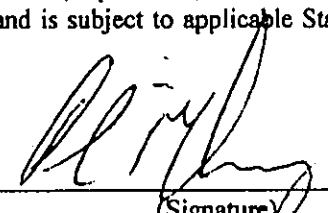
except as here expressly stated (if any):

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

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

November 30, 2020

(Date)


(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

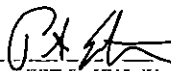
I hereby certify that I am the Director of Project Development of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying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

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

except as here expressly stated (if any):

December 3, 2020

(Date)



(Signature)

Attachment 5

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

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

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

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

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

Attachment 6

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

Consultant

WITNESS TO THE CONSULTANT

By: Cherish Butler
Project Analyst

Dated: November 30, 2020

CONSULTANT

By: [Signature]
Vice President
(TITLE)

Dated: November 30, 2020

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Jouvelakas

Dated: December 3, 2020

THE STATE OF NEW HAMPSHIRE

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

Dated: December 3, 2020

Attorney General

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

Dated: Dec. 6, 2020

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

ATTACHMENT A

Special Contract Provisions for COVID-19

The CONSULTANT acknowledges and agrees that this AGREEMENT was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The CONSULTANT agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the CONSULTANT as set forth in Article I of this AGREEMENT, any such disruption, delay, or other impact was foreseeable at the time this AGREEMENT was entered into by the Parties and does not excuse the Contractor's performance under this AGREEMENT. The CONSULTANT agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the STATE and the CONSULTANT may not seek damages against the STATE for any such impacts.

If the CONSULTANT experiences or anticipates any such COVID-19-related impacts to this AGREEMENT, the CONSULTANT shall immediately notify the DEPARTMENT'S Contract Manager. In the event of any COVID-19-related impact or anticipated impact to this AGREEMENT, the Contract Manager shall have the right to temporarily modify, substitute, or decrease the services, without the approval of the Governor and Executive Council, upon giving written notice to the CONSULTANT. The STATE'S right to modify includes, but is not limited to the right to modify service priorities, including how and when services are delivered, and expenditure requirements under this AGREEMENT so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this AGREEMENT. By exercising any of the rights described within this subsection, the STATE does not waive any of its right under this AGREEMENT.

In the event that a modification by the STATE under this subsection would result in a permanent reduction of services that cannot be supplemented during the remaining term of this AGREEMENT with either replacement or substituted services of substantially similar value, the Parties shall submit a formal amendment to this AGREEMENT with a commensurate reduction in the price. This amendment will require the approval of the Governor and Executive Council. In order to facilitate reconciliation of services performed under this AGREEMENT, the CONSULTANT shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the AGREEMENT:

- 1) The services required to be performed under the terms of this AGREEMENT as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

CERTIFICATION OF AUTHORITY

State of Missouri)

County of Jackson)

I, Craig W. Denson, being first duly sworn according to law, depose and say that I am the Corporate Secretary of HNTB Corporation. The attached is a complete, true and correct copy of a Certificate of Authority certifying that **Paul T. Godfrey – Vice President**, has been authorized by the Board of Directors of the Corporation to enter into agreements and contracts for usual and customary engineering and planning services with the New Hampshire Department of Transportation, in particular the referenced **MANCHESTER-HOOKSETT X-A004(648) 41475 (Amendment 2 for Construction Services)**, and to incur ordinary and necessary obligations in connection therewith in the name of and on behalf of HNTB Corporation.

Craig W. Denson

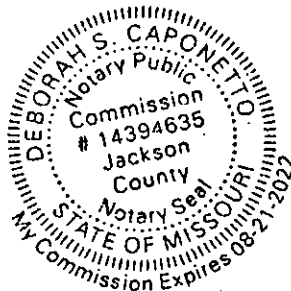
Corporate Secretary

Date: November 30, 2020

Subscribed and sworn to and before me the 30th day of November 2020.

Deborah S. Caponetto
Notary Public

My commission expires:



State of New Hampshire

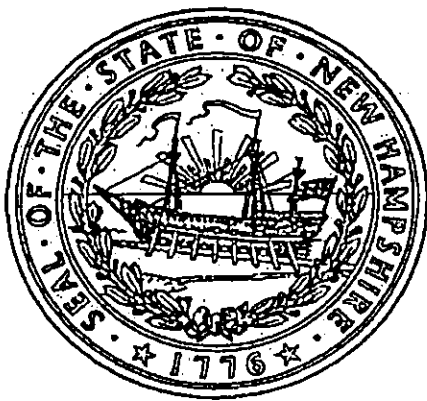
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HNTB CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on January 22, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 182502

Certificate Number: 0005047606



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of November A.D. 2020.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2020

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

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

PRODUCER IMA, Inc. 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	1-913-982-3650	CONTACT NAME: Business Insurance Manager PHONE (A/C No. Ext): 816-527-2511 FAX (A/C No.): 816-472-4060 E-MAIL ADDRESS: businessinsurancemgr@hntb.com
INSURED HNTB Corporation 6 Loudon Road, Suite 201 Concord, NH 03301	INSURER(S) AFFORDING COVERAGE INSURER A: ZURICH AMER INS CO NAIC # 16535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 60817152

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	ADOLISUBR INSD WOOD	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:		GLO 0769451-00	01/01/20	01/01/21	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 0769452-00	01/01/20	01/01/21	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 checked="" type="checkbox"/> N	WC 0769453-00	01/01/20	01/01/21	<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

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

HNTB Job 66023; NH Project: MANCHESTER-HOOKSETT X-A004(648) 41475 (Amendment 2 for Construction Services)
If required by written contract, the State of New Hampshire is included as Additional Insured as respects General Liability, subject to the terms, conditions, and exclusions of the policy. Carrier will provide 30 days' notice of cancellation, for reasons other than non-payment of premium.

CERTIFICATE HOLDER

HNTB Job 66023

New Hampshire
Department of Transportation

John O. Morton Building
7 Hazen Drive
Concord, NH 03302

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)
4/15/2020

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1445095 HNTB CORPORATION 6 LOUDON ROAD SUITE 201 CONCORD NH 03301	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 15944758 **REVISION NUMBER:** XXXXXXXX

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/PROP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	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	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	061853762	5/1/2020	5/1/2021	\$2,000,000 PER CLAIM/ ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: HNTB JOB 66023; MANCHESTER-HOOKSETT X-A004(648) 41475 (AMENDMENT 2 FOR CONSTRUCTION SERVICES. PROFESSIONAL LIABILITY
SIR = \$75,000.

CERTIFICATE HOLDER

15944758
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
JOHN O. MORTON BUILDING
7 HAZEN DRIVE
CONCORD NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

APR 29 '19 AM 11:36 DAS

29 sam



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Bridge Design
February 26, 2019

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with HNTB Corporation, Kansas City, MO (Vendor 175663), for a total amount not to exceed of \$324,528.19, for the preliminary and final design for the preservation efforts associated with the four existing bridges carrying I-93 SB from Mile Marker 22.4 to Mile Marker 21.4, as well as the bridge in Manchester carrying NH28A over I-93, effective upon Governor and Council approval, through August 31, 2021. 100% Federal Funds.

Funding is available in State Fiscal Year 2019 and is contingent upon availability and continued appropriation of funds for FY 2020, 2021, and 2022 with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
04-96-96-963515-3054 Consolidated Federal Aid				
046-500463 Eng Consultants Non-Benefit	\$74,528.19	\$150,000.00	\$75,000.00	\$25,000.00

EXPLANATION

The Department requires professional engineering design and environmental consultant services to prepare preliminary design, public involvement process, final design, and associated environmental & cultural services for bridge preservation efforts for the following five existing bridges:

- 1) Manchester 127/122 carrying I-93 SB over Stevens Pond,
- 2) Manchester 124/119 carrying I-93 SB over Stevens Pond,
- 3) Manchester 119/115 carrying I-93 SB over Wellington Road,
- 4) Manchester 102/108 carrying NH28A over I-93, and
- 5) Hooksett 095/048 carrying I-93SB over US 3, NH 28.

These bridges were constructed in 1976 and deck patched in 1999. The bridges are in close proximity to I-93 Exit 7 (NH 101 EB), Exit 8 (Wellington Road), and Exit 9 (US Route 3). These bridges are on the Department's Bridge Preservation List and have a target advertising date in federal fiscal year 2020.

The final configuration of these structures is anticipated to be identical to their current configurations. Any environmental permitting required will be identified and the necessary documentation required to comply with the National Environmental Policy Act (NEPA) will be provided by the consultant. The Consultant will also to assist the Department in the public outreach / public involvement process with the city, town and users of the bridges.

This project is currently included in the State's Ten-Year Transportation Improvement Plan (Statewide BRDG-HIB-M&P and Statewide BRDG-T1/2-M&P) for Construction funding in Fiscal Years 2021 and 2022.

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for preliminary engineering design and associated environmental services for the Manchester- Hooksett 41475 bridge project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on June 15, 2018, 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 August 3, 2018 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on August 8, 2018 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on September 27, 2018 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of twelve (12) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

<u>Consultant Firm</u>	<u>Office Location</u>
AECOM	Manchester, NH
Dubois & King, Inc.	Bedford, NH
Fuss & O'Neill	Manchester, NH
Greenman-Pedersen, Inc.	Portsmouth, NH
Hardesty & Hannover, LLC	Bedford, NH
HNTB Corp.	Concord, NH
Hoyle, Tanner & Associates, Inc.	Manchester, NH
Kleinfelder Northeast Inc.	Manchester, NH
Louis Berger U.S., Inc.	Manchester, NH
Stantec Consulting Services, Inc.	Auburn, NH
VHB, Inc.	Bedford, ME
WSP / Parsons Brinckerhoff, Inc.	Manchester, NH

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

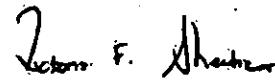
HNTB Corp. has agreed to furnish the required services for a total amount not to exceed of \$324,528.19. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished:

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

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

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

Sincerely,

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

Victoria F. Sheehan
Commissioner

Attachments

TABLE OF CONTENTS

PREAMBLE

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED.....	2
A. LOCATION AND DESCRIPTION OF PROJECT	2
B. SCOPE OF WORK (GENERAL)	2
C. SCOPE OF WORK (PRELIMINARY ENGINEERING)	3
D. SCOPE OF WORK (GEOTECHNICAL)	4
E. SCOPE OF WORK (ENVIRONMENTAL)	4
F. SCOPE OF WORK (FINAL DESIGN)	4
G. SCOPE OF WORK (UTILITIES)	6
H. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION	6
I. WORK SCHEDULE AND PROGRESS REPORTS	8
J. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS	9
1. ROADWAY DESIGN SUBMISSIONS	9
a. Preservation Study Report	10
b. Preliminary Plans - Roadway	10
c. Slope and Drainage Plans - Roadway	11
d. Utility Plans	11
e. Preliminary PS&E - Roadway	11
f. PS&E - Roadway	12
g. Contract Plans (Mylars) and Consultant Documents	12
2. BRIDGE DESIGN SUBMISSIONS	12
a. Preservation Study Report	13
b. TSL (Type-Span-Location) Studies	13
c. Boring Layout	13
d. Preliminary Plans - Bridge	13
e. Preliminary PS&E - Bridge	13
f. PS&E - Bridge	14
g. Contract Plans (Mylars)	14
3. RIGHT-OF-WAY PLANS	14
K. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES)	15
L. DATE OF COMPLETION	15
ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT	16
A. GENERAL FEE	16
B. SUMMARY OF FEES	18
C. LIMITATION OF COSTS	18
D. SCHEDULE OF PAYMENTS	19

ARTICLE III - GENERAL PROVISIONS.....	20
A. HEARINGS, ETC.....	20
B. CONTRACT PROPOSALS.....	20
ARTICLE IV - STANDARD PROVISIONS	21
A. STANDARD SPECIFICATIONS	21
B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS	21
C. EXTENT OF CONTRACT.....	21
1. Contingent Nature of Agreement	21
2. Termination	21
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS	22
E. ADDITIONAL SERVICES	23
F. OWNERSHIP OF PLANS	23
G. SUBLETTING	23
H. GENERAL COMPLIANCE WITH LAWS, ETC.....	24
I. BROKERAGE	24
J. CONTRACTUAL RELATIONS	24
1. Independent Contractor	24
2. Claims and Indemnification	25
3. Insurance	25
4. No Third-Party Rights	26
5. Construction of Agreement	26
K. AGREEMENT MODIFICATION	26
L. EXTENSION OF COMPLETION DATE(S).....	26
M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE	26
N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS	28
1. Policy.....	28
2. Disadvantaged Business Enterprise (DBE) Obligation.....	28
3. Sanctions for Non-Compliance.....	29
O. DOCUMENTATION.....	29
P. CLEAN AIR AND WATER ACTS.....	29

ATTACHMENTS

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

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 11th day of March in the year 2019 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 HNTB Corporation, with principal place of business at P.O. Box 419299 in the City of Kansas City, State of Missouri, and local branch office at 6 Loudon Road, Suite 201 in the City of Concord, State of New Hampshire, and hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to complete bridge preservation on the following existing bridges: 1 & 2) Manchester 127/122 & 124/119 both carrying I-93 SB over Stevens Pond, 3) Manchester 119/115 carrying I-93 SB over Wellington Road, 4) Manchester 102/108 carrying NH28A over I-93, and 5) Hooksett 095/048 carrying I-93SB over US 3, NH 28.

The DEPARTMENT requires professional consulting services for the preparation of environmental documents, plans to progress through the permitting process, preliminary design, final design, contract plans, specifications, special provisions, estimates of quantities and costs for this project. These services are outlined in the CONSULTANT'S scope of work dated and fee proposal dated January 4th, 2019, 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

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves the preservation of the following existing bridges: 1 & 2) Manchester 127/122 & 124/119 both carrying I-93 SB over Stevens Pond, 3) Manchester 119/115 carrying I-93 SB over Wellington Road, 4) Manchester 102/108 carrying NH28A over I-93, and 5) Hooksett 095/048 carrying I-93SB over US 3, NH 28. These bridges were constructed in 1976 and deck patched in 1999. All plans, calculations, etc. shall be submitted using English Units. This project is scheduled to advertise July 21, 2020.

B. SCOPE OF WORK (GENERAL)

The preserved structures are anticipated to accommodate the same number of lanes of traffic that they currently carry in each direction with appropriate shoulders.

The following tasks are anticipated:

- Replace the existing modular bridge expansion joints.
- Develop plans for full and partial depth concrete deck repairs.
- Replacement of the membrane and pavement.
- Repairs to structural steel and bearings as necessary.
- Evaluation and repairs of the concrete substructure.
- Develop Traffic Control Plan that is acceptable and economical for the users of the bridge.
- Environmental efforts for documentation to comply with the National Environmental Policy Act (including Cultural Resource investigations in accordance with Section 106 of the National Historic Preservation Act) and the identification of any permitting requirements.
- Assist the Department in the public involvement process. Preparing illustrative plans and exhibits for any meetings.
- Construction support services.

ARTICLE I

C. SCOPE OF WORK (PRELIMINARY ENGINEERING)

The CONSULTANT shall be responsible for developing engineered alternatives through an iterative process of design and review involving the DEPARTMENT, STATE and Federal environmental resource agencies, regional planning commissions, the local communities and the public. The work requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work efforts:

1. Engineering Criteria

The CONSULTANT shall follow appropriate engineering criteria based on the latest AASHTO Policy on Geometric Design of Highways and Streets. Engineering shall take into account the functional classification of the roadways being addressed; volumes of traffic; methods of construction; traffic control; cost; and environmental constraints and the need to avoid or minimize impacts to environmental resources.

2. Design Site Reviews

On-site field reconnaissance of existing conditions within the study area shall be performed by the CONSULTANT to supplement available data and become familiar with I-93 and NH Route 28A as well as the adjoining roadway network anticipated to be affected. These field investigations shall be used to evaluate the feasibility of proposed construction efforts.

3. Traffic Analysis

The CONSULTANT shall be responsible for assessing traffic data from the NHDOT Transportation Data Management System in confirming traffic control alternatives. The CONSULTANT shall recommend potential methods of traffic control during construction based on traffic volumes from the NHDOT website.

4. Technical Reports

The CONSULTANT shall prepare Technical Reports to address engineering issues that, to varying degrees, will be incorporated into the Draft Environmental document (Categorical Exclusion anticipated) serving as the major milestones during the various phases of the study process. Technical support and writing shall be required to address the engineering aspects of the study as required to supplement and complete environmental documentation. In addition, an Engineering Report explaining in summary fashion all pertinent issues, recommendations and decisions relative to the design as proposed shall be required.

ARTICLE I

5. Public Participation

The CONSULTANT shall be available to supplement the public participation process, in accordance with the DEPARTMENT'S Public Involvement Process for New Hampshire Transportation Improvement Projects. The CONSULTANT shall prepare presentation graphics, handouts and support displays, and be available to make presentations.

Designs shall consider traffic control measures, potential utility impacts, treatments to minimize environmental impacts, and highway signage if required.

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

D. SCOPE OF WORK (GEOTECHNICAL)

The DEPARTMENT anticipates completing the full geotechnical program required for the project. No geotechnical work by the CONSULTANT is anticipated.

E. SCOPE OF WORK (ENVIRONMENTAL)

Temporary erosion control for the project shall be designed by others during construction of the project.

The development of the Temporary Erosion Control and Stormwater Pollution Prevention Plan (SWPPP) (a permitting requirement during construction of the project) shall not be the responsibility of the CONSULTANT. However, recommended controls shall be addressed during final design to the extent that appropriate items, quantities, and an appropriate layout are developed for bidding purposes. In addition, the CONSULTANT shall be responsible for the following:

- Coordination of final design plan submissions, as well as follow-up coordination on permit conditions. Coordination with NHDES will be the responsibility of the DEPARTMENT.

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

F. SCOPE OF WORK (FINAL DESIGN)

The scope of final design work proposed by this AGREEMENT includes:

1. The development of base plans drafted by the CONSULTANT using existing plans or updated ground survey provided by the DEPARTMENT, if such survey is determined to be necessary. The CONSULTANT shall develop plans at the scale of 1" = 50', unless otherwise noted. The CONSULTANT shall be responsible for the incorporation of environmental resource

ARTICLE I

mapping, utility information, right-of-way and property-line information, etc. All of these are provided by the DEPARTMENT or as noted elsewhere in this document.

2. The preparation of complete designs, including all plans, specifications for work not included in the current specifications of the DEPARTMENT; computations, estimates and documents for the required submissions to the DEPARTMENT, the Federal Highway Administration and/or any other STATE or Federal agency that may be required.
3. The design and preparation of contract plans for construction of the roadway, structures, traffic control plans, construction phasing plans, temporary traffic signals (including phasing, conduit, signal coordination, foundations, and other signalization issues), and appurtenances, in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT. The plans shall include all commitments made in the environmental documents to the extent practicable.
4. The incorporation of all permanent guide, warning and regulatory signs and permanent construction signing into the contract plans, including the quantity summary sheets. All signing on the plans shall be closely coordinated with the location of guardrail installations, slopes, utility locations (including street lights and underground utilities) and drainage-system locations to avoid conflicts and to determine which support system will be required to install the signs. The CONSULTANT will be responsible to identify all conflicts and to make necessary adjustments to highway signing.
5. The design and incorporation into the contract plans (including the quantity summary sheets) of all temporary guide and regulatory signs and permanent construction signing required for use with detours or construction staging. These signs and locations, including identifying the location of overhead sign structures, shall be shown on the Traffic Control Plans.

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

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

The CONSULTANT shall submit for review, as requested, progress prints (black line) showing traffic control/construction phasing sections (bridge and roadway as appropriate), special details and general design. The DEPARTMENT will provide the existing right-of-way layout and property layout in the appropriate CAD/D format. Designs shall conform to the current standards, specifications, policies and guidelines enumerated in the Federal-Aid Policy Guide, Subchapter 6, Part 625, or to 23 Code of

ARTICLE I

Federal Regulations, Part 625 and the DEPARTMENT'S Design Manual and Standard Plans for Road and Bridge Construction (2010), except as approved.

Visits to the site shall be made during the design to detect changed field conditions and, if required, additional surveys will be performed by the DEPARTMENT upon request. The DEPARTMENT will process additional survey requests to the extent necessary to ensure continuity between new and current detail model files. The CONSULTANT will be given these files and shall be responsible for the incorporation of these files into the current detail base plans and digital terrain models (DTM). The CONSULTANT shall examine which elements of design, such as typical sections and traffic control that might affect aerial and underground utilities. Any conflict between design elements and utilities shall be identified and brought to the attention of the DEPARTMENT. All plotting, drafting and calculations performed by the CONSULTANT shall be independently checked by members of the CONSULTANT'S staff other than those who performed the original work. The work of each stage submission (including quantity estimates) shall have been appropriately checked. The PS&E submission and final mylars shall have had complete final and "three-way" checking.

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

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

G. SCOPE OF WORK (UTILITIES)

The utility coordination for this project will be performed by the DEPARTMENT. The CONSULTANT shall be responsible for identifying presence and protections for utilities during construction.

H. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in English units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements, for incorporation into the plans by the CONSULTANT.
 - a. All existing survey and baseline data if available, notes and note reductions in the format outlined in the DEPARTMENT'S CAD/D Procedures and Requirements. Electronic preliminary

ARTICLE I

horizontal alignments for the project limits as envisioned if available, otherwise alignment information will be developed from as-built/archive plans. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the ground-terrain model and plans shall be the responsibility of the CONSULTANT.

- b. Electronic drawings in Microstation format, along with reproducible sheets, of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
 - c. Electronic drawings in Microstation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of preliminary base plans to the DEPARTMENT for use by the utilities. Prints of any information, both existing and proposed, when available, for verification by the CONSULTANT.
2. Prints of the following information: None anticipated.
 3. Prints and data-exchange files of existing conditions not previously provided to the CONSULTANT. Reduction and incorporation of this material shall be the responsibility of the CONSULTANT.
 4. Necessary traffic data and counts from the Department's Transportation Data Management System website.
 5. Proposal for bidding and Standard Specifications for Road and Bridge Construction, Standard Plans for Road and Bridge Construction, plus supplemental specifications and special provisions that the DEPARTMENT currently has.
 6. Geotechnical investigations and recommendations, if needed.
 7. The location of all existing utilities through direct contact with the various utility companies. Following the determination by the CONSULTANT of all unavoidable conflicts between existing utilities and the proposed construction, the DEPARTMENT will coordinate the necessary relocation of the conflicting utilities.
 8. The DEPARTMENT will serve on the team with the CONSULTANT in developing the detailed Traffic Control Plans. The CONSULTANT shall develop the initial conceptual Traffic Control Plan and construction phasing. The DEPARTMENT will assist the CONSULTANT in the final design of the Traffic Control Plans as it relates to complications with concurrent work, utilities and closures. The CONSULTANT shall complete the final design and the associated quantity calculations.
 9. Conceptual design and layout of highway lighting (temporary) if deemed necessary. The CONSULTANT shall be responsible for incorporating the design and layout into the project documents and for recommending adjustments required to avoid conflicts.

ARTICLE I

10. The design of all permanent guide, warning and regulatory signs, including, but not limited to, the layout, sign size, text, item numbers, item descriptions, approximate location and quantities in the DEPARTMENT'S current format. Also, the DEPARTMENT will furnish a list of permanent construction signs and warning devices reflecting the general construction. The CONSULTANT shall be responsible for the incorporation of these signs into the contract plan(s) (including the quantity summary sheets) and the final design of overhead-sign structures.
11. The pavement-marking description, layout, item numbers and item descriptions will be provided to the CONSULTANT for inclusion into the plan set(s). The CONSULTANT shall be responsible for providing the DEPARTMENT with prints and, possibly, electronic CAD/D files, in the DEPARTMENT'S current format, of the pavement layout for the development of the pavement markings. The CONSULTANT shall be responsible for quantities and the development of appropriate summary tables within the plan sets.
12. Any updates of the DEPARTMENT-supplied CAD/D information will be released to the CONSULTANT throughout the duration of the AGREEMENT, as appropriate. The DEPARTMENT shall be held harmless from any and all loss, damage, expense or liability whatsoever resulting from the use of these programs and macros or translated information. The DEPARTMENT may supply the documentation for use with these programs and macros but shall not be responsible for any training in their use.

I. WORK SCHEDULE AND PROGRESS REPORTS

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

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

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 Project Manager, giving the percentage of completion of the work required by this AGREEMENT. Separate progress reports for bridge design(s) shall be required. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month. All correspondence shall include the STATE and Federal project numbers as well as the municipality's name.

ARTICLE I

J. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

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

All plan drawings, including size of sheets, lettering, symbols and scale of said drawings, shall conform to the requirements and standards of the DEPARTMENT. Any and all CAD/D-related work completed during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT. Final construction plans shall be submitted in waterproof ink on permanent, archival-quality, double-matte, polyester-base film (.004 in. thick) or silver-halide emulsion ("wash-off") reproduction on polyester-base film (.004 in. thick). Construction plans shall be submitted on 22 in. x 34 in. sheets.

In addition to the final reproducible plans being furnished as noted herein, the CONSULTANT shall provide electronic file copies of all highway and bridge project plan sheets with real State plane coordinates, including, but not limited to, final quantity sheets, typicals and detail sheets, and general plans. In addition to these plan sheets, an electronic file of the entire project's final design shall be submitted in an "uncut" format showing all design features in a real State plane-coordinate system unrotated. These final electronic files shall be indexed with file name, description of the contents of the file and project sheet number applicable. All files shall be submitted in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. Any plans (e.g., quantity summary sheets) produced from a spreadsheet (e.g., Excel, or equivalent) shall be submitted in ASCII file or format suitable for incorporation into Microsoft Office or the current DEPARTMENT software. The final Special Provisions(s) and other documents, as requested, shall be submitted in both electronic format (Microsoft Word-compatible) and hard copy. The CONSULTANT shall also be prepared to submit separate electronic files of all alignments, and other project features, as requested, in a format acceptable to the DEPARTMENT, throughout the design contract, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. The CONSULTANT shall also provide a hard copy of all proposed alignments (25-foot minimum station interval and curve control points) with associated State plane coordinates (x, y, z).

1. Roadway Design Submissions

ARTICLE I

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

a. Preservation Study Report (Roadway):

Evaluation work phasing / traffic control options, to include a matrix of traffic control options, identification of utility conditions and conflicts, and interdisciplinary coordination. From an environmental perspective, the report will include the identification of historical elements, identification of potential environmental impacts, identification of potential permitting requirements, and interdisciplinary coordination.

Preservation Study Report and all supporting documents necessary. Plans in roll plan format.
(Max Length 10 ft.) (5 Sets)

b. Preliminary Plans - Roadway

Based on a complete review of the material furnished by the DEPARTMENT and developed and/or supplemented by the CONSULTANT, particularly in regard to the proposed design criteria, predicted traffic, conceptual traffic control and topography of the project area, the CONSULTANT shall prepare and submit to the DEPARTMENT five sets of roll plans (paper prints 8 feet to 10 feet in length) (applicable plan sheets may be submitted on cut sheets) showing:

- 1) The historic horizontal alignment of all necessary roadway construction, including local roads.
- 2) Temporary intersection plans, including proposed lane use, with traffic assignments and circulation plans, pavement layouts and major control elements.
- 3) Proposed treatment of local roadways affected by the project, along with significant construction appurtenances and other design features.
- 4) The alignment (horizontal) of major detours or construction phases that will have significant implications for the project in the final design. The location and lane use of temporary signals if warranted. Critical cross-sections shall be developed and labeled by phases to assist in the assessment of the conceptual traffic-control phasing and conceptual location of overhead-sign structures.
- 5) Roll plans shall show where match lines are anticipated for future cut sheets.
- 6) Preliminary typical sections with top-line template.
- 7) Proposed limits and recommendations for letting the construction under separate contracts, including cost estimates, areas of overlap, maintenance of traffic, drainage, etc.

ARTICLE I

The following issues shall also be considered in the development of the above-mentioned plans:

- 1) Traffic Control Plan and construction phasing.
- 2) Mitigation areas and wetland impacts.
- 3) Earthwork balances and availability.
- 4) Potential conflicts with major utilities.
- 5) Proposed present and future signal interconnect and coordination.
- 6) Separate construction contracts.

This submission shall be supplemented with such conceptual drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of both the proposed design and the feasibility of construction, and the coordination with the design of bridges or other structures.

Estimates for this submission shall be reasonably itemized to cover roadways, structures, and other construction items to be financed by the STATE.

- c. Slope and Drainage Plans – Roadway (not required as a separate set; part of PPS&E Submission)
- d. Utility Plans – (not required as a separate set, part of PPS&E Submission)
- e. Preliminary PS&E – Roadway

The Preliminary PS&E submission shall consist of three to five sets of plans (paper prints) of preliminary contract drawings, and a Preliminary PS&E estimate of quantities and costs. The plans shall include title sheet, typical sections, all plan sheets, pavement-marking-layout plans, temporary traffic signal plans, complete traffic control plans, and necessary detail sheets. Quantity Summary sheets shall be submitted. All item summary boxes for surfacing materials, curbing, sidewalks, traffic signs, construction signs and warning devices, pavement markings and other items that are nearly complete shall be shown and note line-entries completed. Rounding and totals are not required. Item summary boxes of expected work not listed above shall be included and shown without line-entries completed. In developing the plans to the Preliminary PS&E stage, the DEPARTMENT will require an estimate of the quantities, expected unit costs, and total costs prepared in the form and manner prescribed by the DEPARTMENT for the Preliminary PS&E submission for each construction contract. An electronic copy of the spreadsheet shall be submitted for each estimate in a format furnished by the DEPARTMENT. Roadway items shall be kept separate from bridge items. Two bound copies of the quantity calculations shall be furnished with the estimate. The plans shall reflect all comments from the Preliminary Plans submission and issues that appear during final design.

ARTICLE I

f. PS&E - Roadway

Upon approval in writing by the DEPARTMENT of the Preliminary PS&E submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PS&E submission, which shall consist of three complete sets of paper prints of construction plans, one bound copy of the revised quantities book, and a PS&E estimate.

g. Contract Plans (Final Paper) and Consultant Documents

For each construction contract, upon approval of the foregoing in writing by the DEPARTMENT, the CONSULTANT shall make the final submission of contract plans, and a final PS&E estimate of costs. These final contract plans and documents shall reflect all comments resulting from the PS&E review. The CONSULTANT shall be prepared to incorporate all comments, furnish drafting services for omissions found and generally assist the DEPARTMENT in finalizing the contract plans. If changes are requested to be made to the CONSULTANT'S plans by the DEPARTMENT, the CONSULTANT shall be prepared to update the corresponding electronic files and submit them to the DEPARTMENT. Final acceptance of the contract plans will be made in writing. The final contract plans submitted shall include one set of paper prints. Also, all CONSULTANT backup documents shall be resubmitted to reflect the final PS&E comments and final contract-plan conditions. The CONSULTANT shall also submit two bound copies of the final Quantities Books.

The final contract plans shall include:

- (1) A front sheet.
- (2) Typical sections of improvement.
- (3) Summary-of-quantities sheets.
- (4) Plan sheets.
- (5) Detail sheets and/or special sheets required.

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

2. Bridge Design Submissions

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

The content, completeness, and scales for all drawings shall be as approved by the DEPARTMENT and shall be such as to accurately portray the placement and positioning of components and surfaces and the general appearance of the structural units. Large-scale details shall be employed as directed for congested areas or connections between components.

The phases for the development of the project are as follows:

- Preservation Study Report

ARTICLE I

- Preliminary Plans (30% complete)
- Preliminary PS&E Plans (80% complete)
- PS&E Plans (95% complete)
- Contract Plans (Final Paper)

a. Preservation Study Report (Bridge):

A summary of the existing bridge conditions, evaluation of necessary bridge repair needs, alternatives and recommended solutions. Detailed limits of partial and full depth bridge deck repairs, suggested requirements for temporary shoring for bearing and/or bridge seat repairs, detailed limits of substructure repairs, if needed.

Identification of full and partial depth repair approaches, an assessment of repairs to structural steel. An assessment of the existing curb and suggested repairs, a matrix of all the bridge elements and interdisciplinary coordination. Preservation Study Report and all supporting documents necessary. Plans in roll plan format. (Max Length 10 ft.) (5 Sets)

b. TSL (Type-Span-Location) Studies (not required as a separate set)

c. Boring Layout (not required)

d. Preliminary Plans - Bridge

Preliminary plans for each bridge shall be prepared following acceptance by the DEPARTMENT of the Preservation Study Report.

The preliminary structural designs completed shall be refined to incorporate the review comments from the Study. This plan shall include the sub- and superstructure layout, slope limits, and major topographical items.

Additional items to be included are the typical approach sections for the facilities over and under the bridge and the developed view of the abutments showing foundation treatment and rock lines, as appropriate. These items shall become part of the final PS&E plans.

Reproducible prints of these Preliminary Plans and estimated quantities and construction costs shall be submitted for approval by the DEPARTMENT prior to progressing to final design of the bridge.

e. Preliminary PS&E - Bridge

Upon receipt of written approval of the Preliminary Plans, the final design and preparation of contract plans shall commence. This final design shall incorporate revisions, if any, in the Preliminary Plans as approved by the DEPARTMENT.

The plan and elevation as submitted for the Preliminary Plans shall be refined as necessary and become a part of the final contract plans.

ARTICLE I

Estimates of quantities shall be prepared for all materials of construction and shall be tabulated on the plans and summarized for each bridge.

Upon completion of these contract plans, except for quantities and reinforcing-bar lists, copies of the plans shall be submitted to the DEPARTMENT for review and comment, the plans at this stage representing about 80% completion.

f. PS&E - Bridge

Comments resulting from the DEPARTMENT's review of the Preliminary PS&E submission shall be incorporated into the design and contract plans. The estimate of quantities shall be completed and tabulated and the reinforcing-bar schedules shall be completed.

Upon completion of these contract plans, copies of the plans shall be submitted to the DEPARTMENT for review and comment, the plans at this stage representing about 95% completion.

g. Contract Plans (Final Paper)

Comments resulting from the DEPARTMENT's review of the PS&E submission shall be incorporated into the design and contract plans.

Upon completion of these contract plans, they shall be submitted to the DEPARTMENT, the plans at this stage representing 100% completion.

3. Right-of-Way Plans (not required)

ARTICLE I

K. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES)

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

1. Construction

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

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

2. Shop Drawings

The CONSULTANT shall:

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

L. DATE OF COMPLETION

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

ARTICLE II

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT under this AGREEMENT (except as otherwise herein provided) an amount equal to the sum of the following costs:

1. Actual salaries* approved by the DEPARTMENT paid technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT. A list of those personnel working on the project with their classifications and current salary rates shall be submitted to the DEPARTMENT for approval. The rates of any additional personnel working on the project, if any, shall require written approval of the DEPARTMENT prior to working on the project. The CONSULTANT shall submit classifications and rates for any additional personnel a minimum of 14 days prior to using the additional personnel.
*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.
2. Costs that are directly applicable to the salaries, salary burden, and direct and indirect costs, including administration costs. These costs may be applied to only straight time salary extensions where overtime is employed. These amounts shall be based on actual costs to the CONSULTANT for such items during the period of the AGREEMENT and those allowable in accordance with the applicable cost principles contained in Federal Acquisition Regulations Subpart 31.2 and Subpart 31.105. Further, any overtime required for this project shall have the prior written approval of the DEPARTMENT.
3. A fixed fee amount as shown in Article II, Section B for profit and non-reimbursed costs.
4. Reimbursement for direct expenses, including work performed by other parties, 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. 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.

ARTICLE II

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 the following paragraph and in Article II, Section C.1. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

The total amount to be paid under this AGREEMENT shall not exceed \$324,528.19, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates dated January 4th, 2019), except by agreement of all parties made after supplemental negotiations. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

All salaries and increases thereof paid to technical or other employees assigned to this project shall be the result of a company-wide evaluation of all employees and shall not be restricted to employees assigned to this project.

If, in the opinion of the DEPARTMENT, any salary or increase thereof of engineering or technical personnel assigned to this project is unreasonable, it shall notify the CONSULTANT of its opinion with regard thereto and request the CONSULTANT to justify said salary or increase thereof. In the event that the CONSULTANT furnishes justification satisfactory to the DEPARTMENT for said salary or increase thereof, then such salary or increase thereof shall be approved as a payroll expense.

The DEPARTMENT shall have the right to exercise the power of review and approval of salary increases thereof, for a period of thirty (30) days after the submission of a monthly invoice by the CONSULTANT. Unless the DEPARTMENT notifies the CONSULTANT in writing during the thirty-day period that such salary increase thereof is, in its opinion, unreasonable, such lack of notice shall constitute approval of said salary increase thereof from the first day of the preceding month.

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 cost.

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 contract period and for three (3) years from the date of final voucher payment for examination by the STATE and copies thereof shall be furnished if requested.

ARTICLE II

B. SUMMARY OF FEES

The STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation the following:

- a. Actual CONSULTANT'S salaries*, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead, the sum of which is estimated at \$262,681.38. For billing purposes, salary burden and overhead costs are currently estimated at 144.46% of actual salaries.
- b. A fixed fee to cover profit and non-reimbursed costs at \$26,268.15.
- c. Reimbursement for direct, out-of-pocket expenses estimated at \$2,527.16.
- d. Reimbursement for actual cost* of subconsultants estimated as follows:
 - Normandeau Associates, Inc. \$33,051.50.

The actual amount payable under each category (a), (c) and (d) is only estimated and shall be changed only upon mutual agreement of the DEPARTMENT and CONSULTANT.

*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

C. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed \$324,528.19 unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the cost set forth under Article II, Section A, and the CONSULTANT agrees to use his best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.
4. Change orders issued under this contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

ARTICLE II

D. SCHEDULE OF PAYMENTS

Payments on account of services rendered under this AGREEMENT shall be made as follows:

1. Monthly payments on account may be made upon written request of the CONSULTANT. Detailed vouchers shall include certification of man-hours of effort by employee classification and actual salaries and other costs incurred accompanied by satisfactory evidence of work performed during the period. Actual salaries paid and percentage factor shown in Article II, Section B, part (a) as well as for all approved subconsultants, including those listed in part (d) of Section B, shall be used until such time as true costs of salary burden and overhead are fixed by audit. At that time, payments shall be adjusted to agree with the percentage factors as determined by audit for the period in which the work was performed, as approved by the DEPARTMENT. The fixed fee shall be invoiced during the billing period based upon the overall percent complete of the project's scope of work as approved by the DEPARTMENT.
2. The CONSULTANT shall submit a final voucher upon completion of services required by this AGREEMENT, which includes any unbilled portion of the allowable costs or fixed fee and adjustments, if necessary, for audited actual costs and deliver all required plans, documents and records.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with the project, including recording and filing of surveys and plats, enter into all necessary agreements with railroads, public utilities, municipalities, agencies of the Federal Government or others, and make orders of takings and financial settlements with owners of properties affected.

B. CONTRACT PROPOSALS

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

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is *6 Loudon Road Suite 201 Concord NH 03301*.

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 contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory

ARTICLE IV

completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the DEPARTMENT to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,

ARTICLE IV

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section 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 by 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.

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.

ARTICLE IV

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.

ARTICLE IV

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

The CONSULTANT agrees to 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

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 met, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

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

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

ARTICLE IV

- (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 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.

ARTICLE IV

- (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 REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONSULTANTS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not

ARTICLE IV

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).

Attachment 1

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

The CONSULTANT X, proposed subconsultant _____, hereby certifies that it has X, has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has X, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

HNTB CORPORATION
(Company)

By: Robert J. Russell

Vice President
(Title)

Date: March 11, 2019

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

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

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

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

Attachment 2

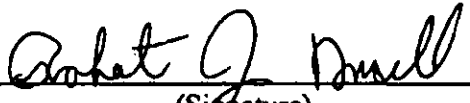
**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

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

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

March 11, 2019

(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Vice President and duly-authorized representative of the firm of HNTB CORPORATION, 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:

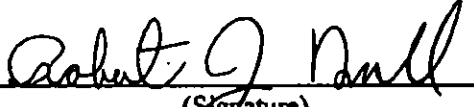
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving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

March 11, 2019
(Date)


(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

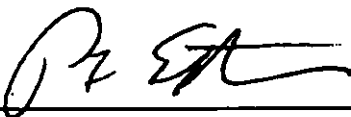
I hereby certify that I am the Director of Project Development of
the Department of Transportation of the State of New Hampshire, and the above consulting firm or
its representatives has not been required, directly or indirectly, as an express or implied condition in
connection with obtaining or carrying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

(a) employ or retain, or agree to employ or retain, any firm or person, or

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

except as here expressly stated (if any):

March 14, 2019
(Date)


(Signature)

Attachment 5

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

By: Cherna Butler
Senior Project Analyst

Dated: March 11, 2019

CONSULTANT

By: Robert J. Russell
Vice President
(TITLE)

Dated: March 11, 2019

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Glenn J. Jurek

Dated: March 14, 2019

THE STATE OF NEW HAMPSHIRE

By: [Signature]
Director of Project Development

for DOT COMMISSIONER

Dated: March 14, 2019

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: April 21, 2019

By: Emily C. Young
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

CERTIFICATION OF AUTHORITY

State of Missouri)

County of Jackson)

I, Craig W. Denson, being first duly sworn according to law, depose and say that I am the Corporate Secretary of HNTB Corporation. The attached is a complete, true and correct copy of a Certificate of Authority certifying that Robert J. Driscoll – Vice President, has been authorized by the Board of Directors of the Corporation to enter into agreements and contracts for usual and customary engineering and planning services with the New Hampshire Department of Transportation, in particular the referenced Manchester-Hooksett X-A004(648) 41475 (Final Design, Part A), and to incur ordinary and necessary obligations in connection therewith in the name of and on behalf of HNTB Corporation.

Craig W. Denson
Corporate Secretary

Date: March 11, 2019

Subscribed and sworn to and before me this 11th day of March, 2019.

Robert J. Caporale
Notary Public



My commission expires: August 21, 2022

State of New Hampshire

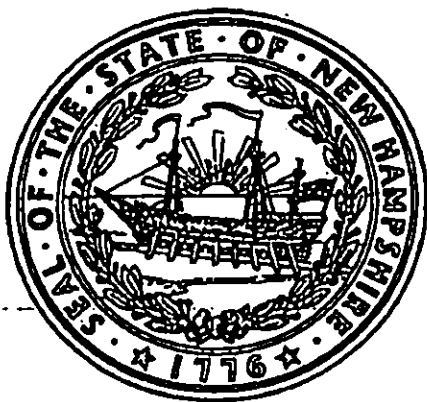
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HNTB CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on January 22, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 182502

Certificate Number: 0004492413



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2019

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

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

PRODUCER IGA, Inc. 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	1-913-982-3650	CONTACT NAME: Business Insurance Manager PHONE (A/C No. Ext): 816-527-2511 FAX (A/C No.): 816-472-4060 E-MAIL: businessinsurancemgr@hntb.com ADDRESS: businessinsurancemgr@hntb.com
INSURED HNTB Corporation 6 Loudon Road, Suite 201 Concord, NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: LIBERTY INS CORP 42404 INSURER B: Liberty Mutual Fire Insurance Co. 23035 INSURER C: Liberty Mutual Insurance Corp 23035 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 55915736 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.

USER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		TB7-641-433035-219	01/01/19	01/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-641-433035-209	01/01/19	01/01/20	COMBINED MAXIMUM LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WA7-64D-433035-669	01/01/19	01/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

HNTB Job 66023: NH Project: Manchester-Hooksett Bureau of Bridge Design, 41475 (Final Design, Part A)
If required by written contract, the State of New Hampshire is included as Additional Insured, as respects General Liability, subject to the terms, conditions, and exclusions of the policy. Carrier will provide 30 days' notice of cancellation, for reasons other than non-payment of premium.

CERTIFICATE HOLDER HNTB Job 66023 New Hampshire Department of Transportation 100 O. Morton Building 1000 Main Drive Concord, NH 03302 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)

4/25/2019

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

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

PRODUCER Lockless Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (AAC, Ext.: FAX (AAC, Ext.: EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19437
INSURED HNTB CORPORATION 1445095 6 LOUDON ROAD SUITE 201 CONCORD NH 03301		

COVERAGES **CERTIFICATE NUMBER:** 15944758 **REVISION NUMBER:** XXXXXXXX

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.

INS LTR	TYPE OF INSURANCE	ADD. INSR (NSD, YES)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Per occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPROP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Per occurrence) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	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	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N N	061853762	5/1/2019	5/1/2020	\$2,000,000 PER CLAIM/ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: HNTB JOB 66023; NH PROJECT: MANCHESTER-HOOKSET BUREAU OF BRIDGE DESIGN, 41475 (FINAL DESIGN, PART A), PROFESSIONAL LIABILITY SIR - \$75,000.

CERTIFICATE HOLDER

15944758
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
JOHN O. MORTON BUILDING
7 HAZEN DRIVE
CONCORD NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.