



*Beant*

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



27

**JEFF BRILLHART, P.E.  
ACTING COMMISSIONER**

Bureau of Bridge Design  
January 6, 2015

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

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract with Terracon Consultants Inc., Manchester, NH, (Vendor 203553) for an amount not to exceed \$195,000.00 for the Underwater Inspection of various bridges in New Hampshire, effective upon the date of Governor and Council approval, through December 31, 2017. 100% Federal Funds.

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

|  | <u>FY 2015</u> | <u>FY2016</u> | <u>FY2017</u> | <u>FY2018</u> |
|--|----------------|---------------|---------------|---------------|
| 04-96-96-963515-3054<br>Consolidated Federal<br>400-500870 Highway Contract Payments | \$50,000       | \$50,000      | \$50,000      | \$45,000      |

**EXPLANATION**

Underwater bridge inspection is a specialized service that is essential to the Department's bridge inspection program. The Department does not have these capabilities and therefore requires the services from a firm with this expertise and experience. Underwater inspections of specific state and municipal bridges are needed for their continued use by the traveling public, and to remain in compliance with Federal Highway Administration (FHWA) regulations as they pertain to the National Bridge Inspection Standards (NBIS), and thereby retain the Department's eligibility to receive federal transportation funds.

Three (3) underwater bridge inspection contractors were prequalified and invited to submit a bid based upon the Selection Procedures for Prequalified Low Bid Statewide Contracts, dated February 26, 1998, for the underwater bridge inspection services. Three (3) bids were received as follows:

| <b>Name of Underwater Diving Companies</b> | <b>Office Location</b> | <b>Bid Order</b> | <b>Per Day Bid Totals</b> |
|--|------------------------|------------------|---------------------------|
| Terracon Consultants, Inc.                 | Manchester, NH         | 1                | \$2,100.00                |
| Stearns Engineering Company                | Rockville, MD          | 2                | \$2,340.00                |
| McLaren Engineering Group                  | West Nyack, NY         | 3                | \$2,957.00                |


The firm, Terracon Consultants Inc., submitted the lowest bid and is recommended for this assignment. The Agreement has been approved by the Attorney General as to form and execution. The Department has certified that the necessary funds are available.

Copies of the fully executed Agreement are on file at the offices of the Secretary of State and the Department of Administrative Services. Subsequent to Governor and Council approval, a copy of the contract will be on file at the Department of Transportation.

This project is 80% federal funds with 20% state match. Turnpike toll credit is being utilized for match requirements, effectively using 100% federal funds.

It is respectfully requested that authority be given to enter into an agreement for underwater bridge inspection services as detailed in the requested Resolution.

Sincerely,



David J. Brillhart, P.E.  
Acting Commissioner

DJB/lp

**New Hampshire Department of Transportation  
 Contract for Underwater Bridge Inspection  
 STATEWIDE PROJECT No. 29137**

**CONTRACTOR'S BID SCHEDULE**

A Bidder: Terracon Consultants, Inc. 77 Sundial Avenue, Suite 401W, Manchester, NH 03103

| ITEM NO. | APPROXIMATE QUANTITIES | ITEMS AND UNIT PRICES BID<br>(dollars & cents, in words)   | UNIT PRICES |       | AMOUNT      |       |            |
|----------|------------------------|--|-------------|-------|-------------|-------|------------|
|          |                        |  | Dollars     | Cents | Dollars     | Cents |            |
| 1.       | 1 day                  | <p><b>ITEM DESCRIPTION:</b> A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of inspection</p> <p>At _____</p> <p>Two thousand one hundred dollars and no cents</p> <p>_____</p> <p align="right">Dollars per (unit)</p> | \$2,100     | 0     |             | 0     |            |
|          |                        |  |             |       | GRAND TOTAL |       | \$2,100.00 |

**New Hampshire Department of Transportation  
Contract for Underwater Bridge Inspection  
STATEWIDE PROJECT No. 29137**

B Bidder: Stearns Engineering Company, PA 208 North Adams Street, Rockville MD 20850

| ITEM NO.           | APPROXIMATE QUANTITIES | ITEMS AND UNIT PRICES BID<br>(dollars & cents, in words)   | UNIT PRICES |       | AMOUNT  |         |
|--------------------|------------------------|--|-------------|-------|---------|---------|
|                    |                        |  | Dollars     | Cents | Dollars | Cents   |
| 1.                 | 1 day                  | <p><b>ITEM DESCRIPTION:</b> A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of inspection</p> <p>At _____</p> <p>Two thousand three hundred forty dollars and no cents</p> <p style="text-align: right;">Dollars per (unit)</p> | \$2,340     |       | \$2,340 |         |
| <b>GRAND TOTAL</b> |                        |  |             |       |         | \$2,340 |

**New Hampshire Department of Transportation  
 Contract for Underwater Bridge Inspection  
 STATEWIDE PROJECT No. 29137**

C Bidder: McLaren Engineering Group, 100 Snake Hill Road, West Nyack NY 10994

| ITEM NO.           | APPROXIMATE QUANTITIES | ITEMS AND UNIT PRICES BID<br>(dollars & cents, in words)   | UNIT PRICES<br>Dollars Cents | AMOUNT<br>Dollars Cents |
|--------------------|------------------------|--|------------------------------|-------------------------|
| 1.                 | 1 Day                  | ITEM DESCRIPTION: A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of inspection<br><br>At _____<br><br>Two thousand nine hundred fifty-seven dollars and no cents | \$2,957                      | \$2,957                 |
| Dollars per (unit) |                        |  | GRAND TOTAL                  | \$2,957                 |


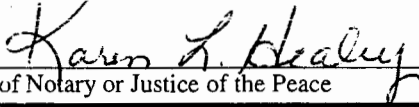

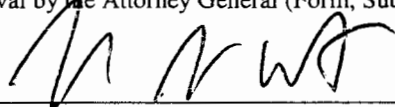


Subject: Underwater Bridge Inspection 29137 FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|   |                    |  |                                      |
|---|--------------------|--|--------------------------------------|
| 1.1 State Agency Name<br>NH DOT - Bridge Design   |                    | 1.2 State Agency Address<br>7 Hazen Dr., P.O. Box 483, Concord, NH 03302-0483                                    |                                      |
| 1.3 Contractor Name<br>Terracon Consultants, Inc.   |                    | 1.4 Contractor Address<br>Manchester, NH   |                                      |
| 1.5 Contractor Phone Number<br>603-647-9700   | 1.6 Account Number | 1.7 Completion Date<br>December 31, 2017   | 1.8 Price Limitation<br>\$195,000.00 |
| 1.9 Contracting Officer for State Agency<br>David J. Brillhart, PE, Acting Commissioner   |                    | 1.10 State Agency Telephone Number<br>603-271-2731   |                                      |
| 1.11 Contractor Signature<br>  |                    | 1.12 Name and Title of Contractor Signatory<br>Ryan R. Roy - Sr. Vice President                                  |                                      |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u><br>On <u>1-9-2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |                    |  |                                      |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br>[Seal]  <b>KAREN L. HEALEY</b><br>Notary Public - New Hampshire<br>My Commission Expires August 22, 2017  |                    |  |                                      |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><u>KAREN L. HEALEY - Notary</u>  |                    |  |                                      |
| 1.14 State Agency Signature<br>  |                    | 1.15 Name and Title of State Agency Signatory<br><u>William J. Cass, P.E.</u><br>Director of Project Development |                                      |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____  |                    |  |                                      |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By:  On: <u>3/30/15</u>   |                    |  |                                      |
| 1.18 Approval by the Governor and Executive Council<br>By: _____ On: _____  |                    |  |                                      |

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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**Exhibit A – Services  
Location and Scope of Work**

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**1. Scope of Work**

Duties:

Inspect underwater portions of various bridges in accordance with the National Bridge Inspection Standards and prepare signed inspection reports with the following:

- Date of Inspection.
- Town Name, Bridge Number, Route, and Waterway name.
- Complete details, location, sketches, photos, or videotape of any damage, deterioration, and/or scour around footings.
- Water depths across and along waterway; around piers and abutments.
- On a bridge construction project; inspection of cofferdams, including bottom surface conditions and profile.

Bids will be based on a fully equipped dive team; an NBIS qualified Team Leader Underwater Bridge Inspector\*, travel, mobilization, and expenses, per day of inspection.

**2. Submission of Reports, Plans and Documents**

Individual inspection reports are to be turned over to NHDOT representative before leaving the bridge site. Photographs are to be processed, identified, marked and submitted to the NHDOT within 2 weeks of the inspection.

\*FHWA regulations state that, among other requirements, Team Leaders must successfully complete a FHWA approved comprehensive bridge inspection training course (or other FHWA approved bridge inspection training), which is interpreted by FHWA as being two (2) weeks in length. (Refer to the Federal Register Vol. 69, No. 239, Tuesday, December 14, 2004 pages 74419 – 74439, 23 CFR Part 650 and associated FHWA publications as needed for additional information.)

**Exhibit B – Contractor's Bid Sheet**  
**New Hampshire Department of Transportation**  
**Contract for Underwater Bridge Inspection**

**STATEWIDE PROJECT No. 29137**

NOTES:

1. This proposal shall be prepared by the bidder, with the unit prices specified in both words and figures, and the extensions made by the bidder.
2. Quantities of the various items listed herein are given solely to provide a uniform basis for comparison of bids.
3. Job assignments will be made on an as-needed basis. The quantities actually required to complete the contract work are unknown.

| ITEM NOS.          | APPROXIMATE QUANTITIES | ITEMS AND UNIT PRICES BID<br>(dollars & cents, in words)   | UNIT PRICES |       | AMOUNT  |       |
|--------------------|------------------------|--|-------------|-------|---------|-------|
|                    |                        |  | Dollars     | Cents | Dollars | Cents |
| 1                  | 1 day                  | <p>ITEM DESCRIPTION: A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of inspection</p> <p>At _____</p> <p>Two thousand and one hundred and no/100 <input type="checkbox"/></p> <p align="right">Dollars per day</p> | 2,100       | 00    | 2,100   | 00    |
| <b>GRAND TOTAL</b> |                        |  |             |       | 2,100   | 00    |

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**Exhibit C – Special Provisions**

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**Add** to Section 14: **INSURANCE:**

**14.1.1.a** Maritime Employers Liability Insurance in policy amounts of not less than \$2,000,000 per occurrence; and

**14.1.1.b** US Longshore and Harbor Workers Insurance in policy amounts of not less than \$2,000,000 per occurrence; and

**14.1.1.c** Professional liability (errors and omissions) insurance in policy amounts of not less than \$2,000,000 per occurrence.

Rev: November, 2003

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

Proposal of Terracon Consultants, Inc.

NAME

77 Sundial Avenue, Suite 401W, Manchester, New Hampshire 03103

ADDRESS

to furnish and deliver all materials and to perform all work in accordance with the Contract of the State of New Hampshire, Department of Transportation for underwater bridge inspections on which proposals will be received until 2:00 o'clock P.M., Prevailing Time on the 22nd day of October, 2014. Said project being situated as follows:

Statewide

N.H. Department of Transportation  
John O. Morton Building  
Room 130, Contract Section  
P. O. Box 483  
Concord, NH 03302-0483

Commissioner:

In accordance with the advertisement of the Department of Transportation inviting proposals for the project hereinbefore named and in conformity with the Plans and Specifications on file in the office of the Department of Transportation, I/WE hereby certify that I AM/WE ARE the only person, or persons, interested in this proposal as principals; that this proposal is made without collusion with any person, firm or corporation; that an examination has been made of the Plans, of the Standard Specifications, of the Standard Plans Book, of the Proposal, and applicable addendums, including but not restricted to the Special Attentions, Supplemental Specifications, and Special Provisions attached thereto, and also that an examination has been made of the site of the work; and I, or we, propose to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and at the time prescribed; and understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work whether increased or decreased are to be performed at the following prices:

July 27, 1999

It is further proposed:

To execute the Contract and begin work within 10 days from the date specified in the "Notice to Proceed" and to prosecute said work so as to complete the Statewide underwater bridge inspections agreement and its appurtenances on or before December 31, 2017

To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.**

(1). The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (2). Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Contract Affidavit**

I/We declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with the provisions of Title 23 USC, Section 112(c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal.

Dated: October 22, 2014

(If a firm or individual)

Signature of Bidder \_\_\_\_\_

By \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Names and addresses of members of the Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a Corporation)

Signature of Bidder  \_\_\_\_\_

Title Principal

By Lawrence J. Dwyer, P.E.

Business Address 77 Sundial Ave. Suite 401W, Manchester, New Hampshire 03103

Incorporated under the laws of the State of Delaware

Names of Officers:

|           |                      |                  |
|-----------|----------------------|------------------|
| President | <u>David Gaboury</u> | <u>See Below</u> |
|           | Name                 | Address          |
| Secretary | <u>Gayle Packer</u>  | <u>See Below</u> |
|           | Name                 | Address          |
| Treasurer | <u>Don Vrana</u>     | <u>See Below</u> |
|           | Name                 | Address          |

Corporate office address for all officers:

1800 West 106th Street, suite 300, Olathe, KS 66061



**UNANIMOUS WRITTEN CONSENT  
OF  
THE BOARD OF DIRECTORS  
OF  
TERRACON CONSULTANTS, INC.**

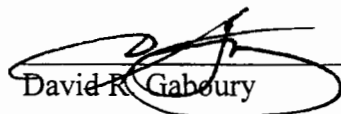
**JANUARY 9, 2015**

The undersigned, being all of the members of the Board of Directors of Terracon Consultants, Inc. (the "Company"), do hereby adopt the following resolution:

**WHEREAS**, the Board of Directors of the Company has determined that it is in the best interests of the Company to authorize certain individuals to execute contracts on behalf of Terracon Consultants, Inc. in connection with the Company's services for the State of New Hampshire.

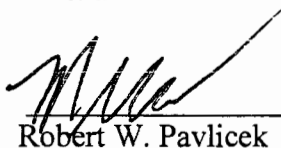
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors that Ryan R. Roy, Division Manager, of Terracon Consultants, Inc. is empowered to enter into contracts or other agreements with the State of New Hampshire.

**IN WITNESS WHEREOF**, the undersigned have executed this Unanimous Written Consent effective as of the date first written above, and per the requirements of the contract date.

  
\_\_\_\_\_  
David R. Gaboury

\_\_\_\_\_  
C. Harold Cobb

  
\_\_\_\_\_  
Michael E. Covert

  
\_\_\_\_\_  
Robert W. Pavlicek



**UNANIMOUS WRITTEN CONSENT  
OF  
THE BOARD OF DIRECTORS  
OF  
TERRACON CONSULTANTS, INC.**

**JANUARY 9, 2015**

The undersigned, being all of the members of the Board of Directors of Terracon Consultants, Inc. (the "Company"), do hereby adopt the following resolution:

**WHEREAS**, the Board of Directors of the Company has determined that it is in the best interests of the Company to authorize certain individuals to execute contracts on behalf of Terracon Consultants, Inc. in connection with the Company's services for the State of New Hampshire.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors that Ryan R. Roy, Division Manager, of Terracon Consultants, Inc. is empowered to enter into contracts or other agreements with the State of New Hampshire.

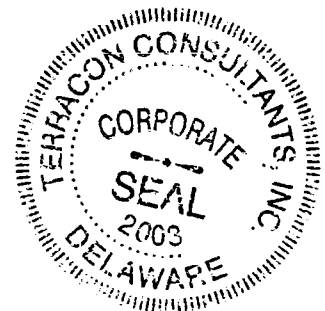
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David R. Gaboury

  
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C. Harold Cobb

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Michael E. Covert

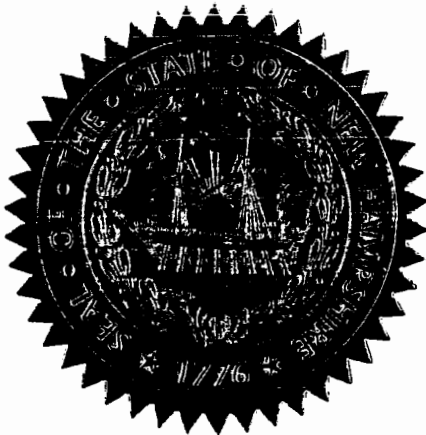
\_\_\_\_\_  
Robert W. Pavlicek



# 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 Terracon Consultants, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on December 21, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)

2/17/2015

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

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

|   |  |                |
|---|--|----------------|
| PRODUCER<br>Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 | CONTACT NAME:  |                |
|   | PHONE (A/C, No, Ext):                                | FAX (A/C, No): |
|   | E-MAIL ADDRESS:                                      |                |
| INSURER(S) AFFORDING COVERAGE   |  | NAIC #         |
|   | INSURER A: AIG Specialty Insurance Company           | 26883          |
|   | INSURER B: Travelers Property Casualty Co of America | 25674          |
|   | INSURER C: The Travelers Indemnity Company           | 25658          |
|   | INSURER D: Lexington Insurance Company               | 19437          |
|   | INSURER E:   |                |
|   | INSURER F:   |                |

COVERAGES TERCO01 CERTIFICATE NUMBER: 13359475 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   | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY)          | POLICY EXP (MM/DD/YYYY)          | LIMITS   |
|----------|---|-----------|----------|---|----------------------------------|----------------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CONTR'L LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | N         | N        | PROP3779274   | 1/1/2015                         | 1/1/2016                         | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPOP AGG \$ 2,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS   | N         | N        | TC2J-CAP-131J3858<br>TJBAP131J3895  | 1/1/2015<br>1/1/2015             | 1/1/2016<br>1/1/2016             | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX  |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  | N         | N        | PROU1920977<br>(EXCLUDES PROF. LIAB.)   | 1/1/2015                         | 1/1/2016                         | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$ XXXXXXXX  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A       | N        | TRK-UB-131J384615 (AZ, WI)<br>TC2OUB131J374215 (AOS)<br>TC2OUB131J374215 (CA) | 1/1/2015<br>1/1/2015<br>1/1/2015 | 1/1/2016<br>1/1/2016<br>1/1/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| D        | PROFESSIONAL LIABILITY  | N         | N        | 26030216  | 1/1/2015                         | 1/1/2016                         | \$2,000,000 EA CLAIM & \$2,000,000 IN THE ANNUAL AGGREGATE.  |

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

RE: STATEWIDE UNDERWATER BRIDGE INSPECTION CONTRACT NUMBER 29137. EXCESS LIABILITY SITS ON TOP OF EMPLOYER'S LIABILITY. EMPLOYER'S LIABILITY INCLUDES MARITIME LIABILITY AND US LONGSHORE AND HARBOR WORKERS COVERAGE.

**CERTIFICATE HOLDER**

13359475  
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
7 HAZEN DRIVE  
P.O. BOX 483  
CONCORD NH 03302-0483

**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

*Josh M. Amelle*

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