



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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Victoria F. Sheehan
Commissioner

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
November 12, 2021

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with the firm of GM2 Associates, Inc., Concord, NH, Vendor #163283, for an amount not to exceed \$523,631.44 for Part "A" preliminary design services, environmental coordination and public involvement support efforts, and land surveying services. The project proposes to rehabilitate NH Route 16 bridges which carry Northbound (NB) and Southbound (SB) traffic of the Spaulding Turnpike over the Cocheco River in the City of Dover, NH. The bridges are on the Department's Red List of deficient structures; the project is effective upon Governor and Council approval, through June 30, 2024. 100% Turnpike Funds.

Funds to support this request are available in the following account in State FY 2022 and FY 2023, and are contingent upon the availability and continued appropriation of funds in FY 2024, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

Table with 4 columns: Account Number, FY 2022, FY 2023, FY 2024. Rows include Turnpike Renewal & Replacement and Gen Consultants Non-Benefit.

EXPLANATION

The Department requires professional engineering, environmental, public involvement, and land surveying consulting services for the rehabilitation of NH Route 16 bridges, which carry NB (NHDOT Bridge No. 106/133) and SB (NHDOT Bridge No. 105/133) over the Cocheco River in the City of Dover. The existing bridges were constructed in 1957 and rebuilt in 1991. The bridges have four (4) spans with a total length of 267-feet. The superstructure consists of steel beams with a concrete deck with a bituminous concrete wearing surface. This project is currently included in the State's FY 2021-2030 Ten-Year Transportation Improvement Plan (Turnpike Renewal & Replacement (TRR) Funding) and subsequently in the State's Draft FY 2023-2032 Ten-Year Transportation Improvement Plan (TRR Funding) for construction (\$7.7M) in FY 2024-2026.

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, and 228:5-a, and all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and Administration" dated August 25, 2017. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (Chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for preliminary engineering design, environmental, public involvement and land surveying services for the Dover 41824 project. This assignment was listed as a "Project Soliciting for Interest" on the Department's website on November 15, 2019, 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 January 9, 2020, for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on April 10, 2020 through a technical "Request for Proposal (RFP)". Committee members individually rated the firms on June 25, 2020 using a written ballot to score each firm on the basis of

comprehension of the assignment, clarity of 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 ranking summary form is attached. The individual rankings were then totaled to provide an overall ranking of the three (3) 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 (3) short listed firms shown in **bold**, is as follows:

<u>Consultant Firm</u>	<u>Office Location</u>
AECOM	Manchester, NH
BETA Group, Inc.	Manchester, NH
CHA Companies	Keene, NH
Collins Engineers Inc.	Portsmouth, NH
<b>DuBois &amp; King, Inc.</b>	Bedford, NH
Fuss & O'Neill	Manchester, NH
<b>GM2 Associates, Inc.*</b>	Concord, NH
<b>Hardesty &amp; Hanover</b>	Bedford, NH
Hoyle, Tanner & Associates, Inc.	Manchester, NH
Jacobs Engineering Group Inc.	Bedford, NH
T.Y. Lin International	Falmouth, ME
WSP USA Inc.	Merrimack, NH

(\* = selected firm)

The firm of GM2 Associates, Inc. has been recommended for this contract. This firm has a good reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment.

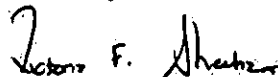
GM2 Associates, Inc. has agreed to furnish the required services for a total amount not to exceed \$523,631.44. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

This project funding is 100% Turnpike funded (Turnpike Renewal & Replacement).

This Agreement (Dover 41824 Part A) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

**DESCRIPTION:**

This Project includes preliminary design, public involvement process, final design, and associated environmental & cultural services for rehabilitation or replacement of the existing bridges carrying NH 16 (Spanning Turnpike) over the Cocheo River in the City of Dover. Constructed in 1937, and rebuilt in 1991, the bridges are four-span, 267-foot long, steel IBC bridges with each having a total width of 41.33 feet and a rail-to-rail width of 36.5 feet. These bridges are on the Department's State Red List of deficient structures and have a target advertising date in fiscal year 2021 in the Draft 10 Year Plan. Scope of work may include: Create alternative analysis from Bridge Rehabilitation Study by AECOM Technical Services, Inc. dated November 2018; Core and test the abutment, pier, and superstructure concrete, if necessary; Design a replacement or rehabilitation of the existing bridge that addresses the concerns associated with the bridge structure; Environmental investigations to prepare and complete all appropriate environmental documentation and all necessary permitting; Roadway Design associated with the bridge rehabilitation or replacement effort; Traffic Control evaluation and design; Provide final bridge load rating, including NHDOT Bridge Rating Form 4; Public Involvement support services; Re-establish Existing Right-of-Way; and Construction support services. Environmental efforts are needed to prepare and complete all appropriate environmental documentation including cultural resource investigations and permitting to satisfy Federal and State requirements. The Consultant will also be required to assist the Department in the public involvement process. This work will require Professional Engineer and Land Surveyor licensure in the State of New Hampshire.

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DuBois & King, Inc.	3	3	3	3	3	3	18	3
GM2 Associates, Inc.	1	1	1	1	2	1	7	1
Hardesty & Hanover, LLC	2	2	2	2	1	2	11	2

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations	Scoring of Firms			
	W E I G H T	DuBois & King, Inc.	GM2 Associates, Inc.	Hardesty & Hanover, LLC
Dover 41824 (Part A)				
Comprehension of the Assignment	20%	15%	18%	18%
Clarity of the Proposal	20%	16%	17%	18%
Capacity to Perform in a Timely Manner	20%	15%	17%	17%
Quality & Experience of Project Manager/Team	20%	15%	17%	18%
Previous Performance	10%	7%	8%	8%
Overall Suitability for the Assignment	10%	6%	8%	9%
<b>Total:</b>	<b>100%</b>	<b>74%</b>	<b>85%</b>	<b>88%</b>

- Ranking of Firms: 1. Hardesty & Hanover, LLC  
 2. GM2 Associates, Inc.  
 3. DuBois & King, Inc.

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations	Scoring of Firms			
	W E I G H T	DuBois & King, Inc.	GM2 Associates, Inc.	Hardesty & Hanover, LLC
Dover 41824 (Part A)				
Comprehension of the Assignment	20%	18%	19%	19%
Clarity of the Proposal	20%	14%	18%	17%
Capacity to Perform in a Timely Manner	20%	17%	17%	18%
Quality & Experience of Project Manager/Team	20%	16%	18%	16%
Previous Performance	10%	7%	9%	8%
Overall Suitability for the Assignment	10%	6%	9%	8%
<b>Total:</b>	<b>100%</b>	<b>78%</b>	<b>90%</b>	<b>86%</b>

- Ranking of Firms: 1. GM2 Associates, Inc.  
 2. Hardesty & Hanover, LLC  
 3. DuBois & King, Inc.

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations	Scoring of Firms			
	W E I G H T	DuBois & King, Inc.	GM2 Associates, Inc.	Hardesty & Hanover, LLC
Dover 41824 (Part A)				
Comprehension of the Assignment	20%	18%	18%	18%
Clarity of the Proposal	20%	17%	18%	17%
Capacity to Perform in a Timely Manner	20%	17%	17%	17%
Quality & Experience of Project Manager/Team	20%	18%	18%	18%
Previous Performance	10%	8%	9%	9%
Overall Suitability for the Assignment	10%	9%	9%	9%
<b>Total:</b>	<b>100%</b>	<b>87%</b>	<b>89%</b>	<b>88%</b>

- Ranking of Firms: 1. GM2 Associates, Inc.  
 2. Hardesty & Hanover, LLC  
 3. DuBois & King, Inc.

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations	Scoring of Firms			
	W E I G H T	DuBois & King, Inc.	GM2 Associates, Inc.	Hardesty & Hanover, LLC
Dover 41824 (Part A)				
Comprehension of the Assignment	20%	17%	19%	18%
Clarity of the Proposal	20%	17%	19%	18%
Capacity to Perform in a Timely Manner	20%	19%	19%	19%
Quality & Experience of Project Manager/Team	20%	18%	19%	19%
Previous Performance	10%	9%	9%	9%
Overall Suitability for the Assignment	10%	9%	9%	9%
<b>Total:</b>	<b>100%</b>	<b>89%</b>	<b>94%</b>	<b>92%</b>

- Ranking of Firms: 1. GM2 Associates, Inc.  
 2. Hardesty & Hanover, LLC  
 3. DuBois & King, Inc.

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations	Scoring of Firms			
	W E I G H T	DuBois & King, Inc.	GM2 Associates, Inc.	Hardesty & Hanover, LLC
Dover 41824 (Part A)				
Comprehension of the Assignment	20%	13%	15%	14%
Clarity of the Proposal	20%	18%	19%	19%
Capacity to Perform in a Timely Manner	20%	18%	18%	19%
Quality & Experience of Project Manager/Team	20%	18%	18%	18%
Previous Performance	10%	8%	9%	9%
Overall Suitability for the Assignment	10%	8%	10%	9%
<b>Total:</b>	<b>100%</b>	<b>83%</b>	<b>89%</b>	<b>88%</b>

- Ranking of Firms: 1. GM2 Associates, Inc.  
 2. Hardesty & Hanover, LLC  
 3. DuBois & King, Inc.

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations

Scoring of Firms

Rating Considerations	Scoring of Firms						
	W E I G H T	DuBois & King, Inc.	GSC Associates, Inc.	Hardy & Hanover, LLC			
Comprehension of the Assignment	20%	17%	19%	18%			
Clarity of the Proposal	20%	17%	18%	18%			
Capacity to Perform in a Timely Manner	20%	18%	17%	18%			
Quality & Experience of Project Manager/Team	20%	17%	18%	17%			
Previous Performance	10%	7%	9%	8%			
Overall Suitability for the Assignment	10%	7%	9%	8%			
<b>Total</b>	<b>100%</b>	<b>83%</b>	<b>90%</b>	<b>87%</b>			

Ranking of firms: 1. GSC Associates, Inc. 4. #N/A  
 2. Hardy & Hanover, LLC 5. #N/A  
 3. DuBois & King, Inc. 6. #N/A

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**ATTACHMENTS**

- A. SPECIAL CONTRACT PROVISIONS FOR COVID-19
- B. **SCOPE OF SERVICES FOR PART A, PRELIMINARY DESIGN** Prepared by GM2 Associates, Inc., July 16, 2021.

**AGREEMENT EXECUTION 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. SIGNATURE PAGE
- 7. CERTIFICATION OF GOOD STANDING
- 8. CERTIFICATION OF AUTHORITY / VOTE
- 9. CERTIFICATION OF INSURANCE

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

**PREAMBLE**

THIS AGREEMENT made this 12<sup>th</sup> day of November in the year 2021 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 GM2 Associates, Inc., with principal place of business at 115 Glastonbury Boulevard, in the City of Glastonbury, State of Connecticut, and local branch office at 197 Loudon Road, Suite 310, in the City of Concord, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to rehabilitate NH Route 16 bridges which carry Northbound (Bridge No. 106/133) and Southbound (Bridge No. 105/133) traffic of the Spaulding Turnpike over the Cochecho River in the City of Dover, NH.

The DEPARTMENT requires professional engineering services for said project including Pre-Preliminary and Preliminary Design Phase, Type, Size, and Location (TS&L), Slope and Drain Phase, Preliminary Bridge Plans, Perform Environmental Coordination Efforts, Support of Public Involvement Process, Meetings, Project Administration and Land Survey efforts. These services are outlined in the CONSULTANT'S Scope of Services dated July 16, 2021 and Final Negotiated Fee Proposal dated July 16, 2021. The Scope of Services is included in this AGREEMENT as Attachment B. The Fee Proposal is hereby adopted by reference and considered to be part of this AGREEMENT.

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

## ARTICLE I

### **ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED**

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

#### **A. LOCATION AND DESCRIPTION OF PROJECT**

The project proposes to rehabilitate NH Route 16 bridges which carry Northbound (NB) and Southbound (SB) traffic of the Spaulding Turnpike over the Cocheco River in the City of Dover, NH. The existing bridges were constructed in 1957 and rebuilt in 1991. The bridges have four (4) spans with a total length of 267-feet. The superstructure consists of steel beams with a concrete deck with a bituminous concrete wearing surface. The bridges are on the Department's Red List of deficient structures. The NB Bridge No. 106/133 has a Sufficiency Rating of 52%, and a Condition Rating of deck-4 (poor condition), superstructure-6 (satisfactory condition), and substructure-6 (satisfactory condition). The SB Bridge No. 105/133 has a Sufficiency Rating of 83%, and a Condition Rating of deck-4 (poor condition), superstructure-6 (satisfactory condition), and substructure-6 (satisfactory condition).

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

The purpose of this project is: 1) Part "A", to study and prepare preliminary engineering plans suitable for a Public Information Meeting(s), Design Public Hearing (if needed), and completion of NEPA documentation; and; 2) Part "B", to prepare final plans, specifications and estimates for the bridge and associated roadway improvements contract. This contract is for Part "A" services.

Part "B" is not included in this scope of work. Assuming a successful completion of Part "A" services, the DEPARTMENT reserves the right to either negotiate a scope and fee for Part "B" or proceed with a new solicitation.

The project is anticipated to rehabilitate the two bridge structures while evaluating the cost of maintaining two through lanes of traffic during construction.

Designs shall consider temporary and permanent erosion-control measures, traffic control measures, utility coordination, drainage, and treatments to minimize environmental impacts. Coordination may be required between the DEPARTMENT and the City of Dover, NH. The CONSULTANT shall be prepared to support such efforts as required. Responsibilities of the CONSULTANT team shall include attendance at meetings when requested, preparation of minutes reflecting meeting commitments, and preparation of illustrative plans and exhibits for the meetings, as directed by the DEPARTMENT.

The following general tasks are included in Part "A":

- 1.) Pre-Preliminary Phase (15%)
- 2.) Preliminary Phase (30%)



## ARTICLE I

- 3.) Type, Size, and Location (TS&L)
- 4.) Slope and Drain Phase (60%)
- 5.) Preliminary Bridge Plans
- 6.) Perform Environmental Coordination Efforts
- 7.) Support Public Involvement Process
- 8.) Meetings
- 9.) Project Administration
- 10.) Land Survey

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

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

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

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

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

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

All plotting, drafting, and calculations performed by the CONSULTANT shall be independently checked by members of the CONSULTANT'S staff other than those who performed the original work. The work of each stage submission (including quantity estimates) shall have been appropriately checked. The PS&E submission and final paper plans shall have had complete final and "three-way" checking.

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The CONSULTANT shall verify all computations and design calculations. The CONSULTANT shall furnish one (1) permanent, legible copy and one electronic format (PDF) copy of the design calculations, suitably bound, and when directed, all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.

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

The work shall be as described in Attachment B - Scope of Services for Part A, Preliminary Design, prepared by the CONSULTANT, and requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work efforts:

### 1. Preliminary Engineering

Preliminary Engineering for Pre-Preliminary and Preliminary Design shall consist of all efforts needed to collect data, prepare base plans, develop a range of reasonable alternatives, evaluate alternatives and investigate their consequences to allow the DEPARTMENT to select a proposed action, in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT. This includes the Tasks under Preliminary Engineering, as follows:

a. Existing Conditions Data Collection and Field Reviews

b. Bridge Inspection and Load Rating

c. Topographic Survey and Base Plan Preparation

The development of base plans drafted by the CONSULTANT using updated ground survey, performed by the CONSULTANT.

d. Right-of-Way – not included.

e. Traffic Data Collection and Analysis – Traffic data will be collected by the DEPARTMENT.

f. Crash Data Collection and Analysis – Not included

g. Development of Engineering Criteria

The CONSULTANT shall follow appropriate engineering criteria based on the latest AASHTO Policy on Geometric Design of Highways and Streets, AASHTO LRFD Bridge Design Specifications, NHDOT Highway Design Manual, and NHDOT Bridge Design Manual, as amended. Engineering shall take into account the functional classification of the roadways being addressed; volumes of traffic; methods of construction; erosion control; traffic control; cost; right-of-way needs and impacts to private property; and environmental constraints and the need to avoid or minimize impacts to environmental resources.

## ARTICLE I

- h. Alternatives Development and Evaluation – Each alternative will be developed to an equal level of detail and presented in a plan package.
- i. Roadway Plans  
The development of the alignment, grades, typical section, and cross sections, for preliminary design through slope and drain phase.
- j. Structural Design Calculations and Plans  
The design shall include all supporting members for utilities that traverse any bridge structure, if required. The CONSULTANT shall perform a load-rating analysis for each bridge using the appropriate AASHTO Method, or as directed by the DEPARTMENT. The load-rating shall be submitted on the Department's Form 4 with all supporting documentation and calculations, and shall be stamped by a Licensed Professional Engineer stamp for the State of New Hampshire.
- k. Traffic Control Plans and Construction Phasing  
Development of conceptual Traffic Control Alternatives, including typical sections through the bridge areas to confirm feasibility. Plan layout for median cross overs (if needed) will also be developed to aid in estimating cost of maintaining two through lanes of traffic during construction. No profiles or critical sections will be developed at this stage.
- l. Drainage Design and Stormwater Treatment  
Including Best Management Practices for permanent erosion- and sedimentation-control and water-quality features as feasible for the project location and topography.
- m. Aesthetics and Landscaping Plan – Not included.
- n. Lighting – Not included.
- o. ITS Features – Not included.
- p. Constructability Reviews – The project will be reviewed for constructability with information being provided to support the design, environmental document and/or permit applications, and public outreach.
- q. Cost Estimates  
The Cost Estimates shall be prepared with each submission. Construction Engineering and environmental mitigation costs shall also be included. Estimates shall be submitted with a narrative explaining all major cost and/or quantity changes.
- r. Technical Reports  
The CONSULTANT shall prepare an Inspection Findings Report to document the field observations and deficiencies. The existing bridges will be load rated utilizing newly acquired information regarding section loss to be included in the analysis model. Coring of the abutments and piers will be completed with the test results for strength and condition included in the

## ARTICLE I

Inspection Findings Report. The CONSULTANT shall also prepare a Rehabilitation Report to include a summary of the alternatives, estimated costs for each alternative, and supporting narratives providing information on the issues of each option. Technical support and writing shall be required to address the engineering aspects of the study as required to supplement and complete environmental documentation. An Engineering Report is not anticipated.

s. Design Narrative

The CONSULTANT shall prepare a brief narrative, to be submitted with each submission, explaining any changes to design criteria and controls, the design issues addressed in that submission, the design rationale, and documenting any major changes. In addition, the report shall include anticipated or outstanding issues and the CONSULTANT'S recommendations.

t. Project Team Meetings

Project team meetings will be held periodically over the course of Part A. These informal meetings will take place when needed to discuss project issues that may include resource constraints, impacts of alternatives, and cost issues. These meetings will involve CONSULTANT and DEPARTMENT staff, but may also include representatives of the municipality, local Planning Commission, state or federal agencies, or others as appropriate.

### 2. Public Participation

The CONSULTANT shall provide a public participation program involving public and private stakeholders and the general public in the decision-making process to aid in the determination of the proposed action and to provide updates throughout the design process. The CONSULTANT shall prepare presentation graphics, handouts and support displays for public participation and posting to the DEPARTMENT'S project webpage, be available to make presentations and draft meeting minutes. Specific types of meetings include:

- a. Public Officials Meetings
- b. Public Informational Meetings
- c. Stakeholder Meetings -- Not included in this contract
- d. Public Hearing -- Not included in this contract

### 3. Environmental Documentation and Permitting

The scope of the work involves Environmental Coordination efforts; data collection, environmental documentation, wetland delineation, cultural resource review, and meetings as described in CONSULTANT'S Scope of Services. The CONSULTANT'S plans shall include all commitments made in the environmental documents.

## ARTICLE I

### 4. Geotechnical

The preparation of geotechnical recommendations and analysis are not anticipated as part of this contract. Recommendations and analysis prepared by others will be furnished for use in designing foundations, retaining walls, and other appurtenances as required.

### 5. Utilities

The utility coordination for this project will be performed by the DEPARTMENT. The CONSULTANT shall incorporate utility relocations, as designed by the individual utility owner, into the contract plans. The DEPARTMENT will provide the unit item numbers and unit prices to be used for the utility relocations, if required.

### D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in US Customary units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:
  - a. Any available electronic topographical mapping within the project area shall be provided along with any pertinent electronic supporting information (survey field notes, ASCII point file, SDR data files, etc.).
  - b. Any additional topographic surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary by the project team will be undertaken and processed by the DEPARTMENT. Incorporation of this information into the topographic baseplan shall be the responsibility of the CONSULTANT.
  - c. Electronic drawings in MicroStation format of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
  - d. Electronic drawings in MicroStation format of the existing utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of the preliminary base plans to the DEPARTMENT for submission to and use by the utilities. The CONSULTANT shall be responsible for the incorporation of this utility information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.

## ARTICLE I

2. Prints of the following information:
  - a. Any information outlined in Article I.D.1.a thru d. above (electronic information) both existing and proposed, when available, for verification by the CONSULTANT.
  - b. Any additional information not available electronically (e.g., utilities) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
3. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the Right-of-Way Boundary (e.g., existing right-of-way layout per record plans, property lines to a tax map level, parcel owners, title abstracting, etc.) will be provided by the DEPARTMENT in MicroStation format for incorporation into the plans by the CONSULTANT.
4. Plans of prior highway and bridge construction projects within the project limits, as available.
5. Latest structural inspection and underwater inspection of the bridge.
6. The location of all existing and proposed utilities through direct contact with the various utility companies.
7. Geotechnical investigations and recommendations, if available.
8. Electronic files of the Environmental resource data collected in previous studies, if applicable
9. Crash data and Safety Analysis within the study area, if applicable.
10. Ground survey, as needed, within the study area to supplement the digital surface model. The DEPARTMENT will process the raw survey data and incorporate into the digital surface model.
11. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).
12. Conceptual design and layout of highway lighting (temporary and permanent) if deemed necessary.
13. Conceptual design and layout of ITS features, if deemed necessary.

### **E. 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 in order to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

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

## ARTICLE I

months with no progress or less than \$10,000 cumulative work since the last invoice, a status report briefly describing the reasons for little or no progress shall be submitted.

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

The submissions shall be as necessary in accordance with Attachment B. Each submission shall be supplemented with such electronic copies of MicroStation drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts and designs.

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

The CONSULTANT, with each submission, shall submit a transmittal or memorandum describing the "design issues" addressed in that submission. In addition, the transmittal/memorandum shall include anticipated or outstanding issues and the CONSULTANT'S recommendations to resolve these issues. 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.

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

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

**Computer Aided Design/Drafting (CAD/D) files:** All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All plan drawings, including size of sheets, lettering, symbols, and scale of said drawings, shall conform to the requirements and standards of the DEPARTMENT. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at [www.nh.gov/dot/cadd/](http://www.nh.gov/dot/cadd/).)

**Word Processing, Spreadsheet, and Database Files:** For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

Word Processing:	Microsoft Word 2010 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2010 or NHDOT compatible version

## ARTICLE I

Databases: Microsoft Access 2003 or NHDOT compatible version

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

**Computer File Exchange Media:** Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

FTP: Files posted to the DEPARTMENT'S FTP site can be actual size or compressed. Contact the Project Manager for instructions for accessing the FTP site.

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

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 20 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

**Copies:** The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (\*.dgn), Microsoft Word (\*.docx), Microsoft Excel (\*.xlsx), etc.) and an electronic version in Adobe Acrobat (\*.pdf) file format.

**Website Information:**

a. Website Content: All external NHDOT websites created for this project shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in <https://www.nh.gov/doit/vendor/documents/nh-website-standards.pdf>.

b. Website Documents: All documents posted to a website created for this project, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. A checklist for document compliance is provided in <https://www.section508.gov/content/build/create-accessible-documents> (go to second link down under "Checklists").

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation.

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

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

**Combined Bridge and Roadway Submissions:**

1. **Preliminary Plans** – The submission shall include typical sections, plan views, profiles, and cross-sections and appropriate references on the plans. There is no existing closed drainage within the project limits and none proposed. Therefore, no water quality enhancement is anticipated. The



## ARTICLE I

CONSULTANT shall submit the Traffic Control Plans as described in Attachment B, - Scope of Services for Part A, Preliminary Design, prepared by the CONSULTANT.

2. Slope and Drain (Roadway Only) – The submission shall include typical sections, plan views, profiles, and cross-sections with complete template plotted and appropriate references on the plans. As noted above, no water quality enhancement is anticipated. The CONSULTANT shall submit the Traffic Control Plans as described in Attachment B - Scope of Services for Part A, Preliminary Design, prepared by the CONSULTANT.

### **G. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES)**

Not Included.

### **H. DATE OF COMPLETION**

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part “A” professional services rendered under this AGREEMENT is June 30, 2024.

ARTICLE II

**ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT**

**A. GENERAL FEE**

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

- 1) Actual salaries\* approved by the DEPARTMENT paid to technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT.

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

An overtime premium of one and one half times the direct labor rate for non-exempt employees working beyond the standard 40 hours per workweek may be allowed for special circumstances when approved by the DEPARTMENT in writing in advance. The overhead portion of non-exempt employees' salary rates shall not be adjusted. Engineers are not eligible for overtime premium rates.

Direct salary costs are estimated at: \$137,807.00

- 2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ended December 31, 2019, which expires June 30, 2021, 175.14%, shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at: \$241,355.18

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

The fixed fee is: \$ 37,916.22

- 4) Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than \$200,000, printing, reproductions and travel not included in normal overhead expenses. The

## ARTICLE II

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

Direct expenses are estimated at: \$81,140.00

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

Independent Archeological Consulting (IAC): \$ 25,413.04

**AGREEMENT NOT-TO-EXCEED TOTAL \$523,631.44**

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

The total amount to be paid under this AGREEMENT shall not exceed \$523,631.44, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of July 16, 2021, except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

### **B. LIMITATION OF COSTS**

1. Costs incurred against this AGREEMENT shall not exceed the total amount specified in Article II, Section A unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the not-to-exceed amount specified in Article II, Section A, and the CONSULTANT agrees to use best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within this not-to-exceed amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the not-to-exceed amount specified in Article II, Section A.

## ARTICLE II

4. Changes to the scope of work shall not be considered an authorization to the CONSULTANT to exceed the not-to-exceed amount specified in Article II, Section A.

### **C. PAYMENTS**

Monthly payments on account of services rendered under this AGREEMENT may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing. Invoices shall be submitted for each month that there has been more than \$10,000 in cumulative billable work since the last invoice, and at least quarterly.

Actual salaries paid and the indirect cost rate shown in Article II, Section A, shall be used until such time as true costs of salary burden and overhead are fixed by Final Audit. At that time, payments shall be adjusted to agree with the indirect cost rates as determined by Final Audit for the period in which the work was performed, as approved by the DEPARTMENT.

### **D. ANNUAL INDIRECT COST RATE SUBMISSIONS**

The CONSULTANT and all subconsultants with a subcontract value of \$200,000 or greater shall submit their audited indirect cost rate and related documents annually for the life of this AGREEMENT as follows:

To comply with the Federal Acquisition Requisitions (FAR), the CONSULTANT'S Indirect Cost Rate Audit must meet the following requirements:

- Be conducted by an independent Certified Public Accountant (CPA), a Federal government agency, or another state transportation agency.
- Be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) issued by the U.S. Government Accountability Office (GAO) and with the cost principles and procedures set forth in Part 31 of the FAR.
- Follow the guidance of the most recent American Association of State Highway Transportation Officials Uniform Audit and Accounting Guide for Audits of Architectural and Engineering Consulting Firms (AASHTO Audit Guide).

In addition to the Indirect Cost Rate Audit, CONSULTANTS shall submit the following documentation:

- AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers form with the required attachments.
- Certification of Final Indirect Costs as required pursuant to 23 CFR 172.11 and FHWA Order 4470.1A.

## ARTICLE II

- Complete copy of the CONSULTANT'S annual audited financial statements.
- Analysis of reasonableness of executive compensation as outlined in the AASHTO Audit Guide.
- Cognizant letter, if available.
- A listing of all contracts, with dollar amounts, the CONSULTANT has currently with the DEPARTMENT as a prime consultant or subconsultant.

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

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

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

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

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

## ARTICLE III

### ARTICLE III - GENERAL PROVISIONS

#### A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with the project.

#### B. CONTRACT PROPOSALS

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

## 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 197 Loudon Road, Concord, NH.

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

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

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

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

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

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

## ARTICLE IV

performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

### **D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS**

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

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

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



## ARTICLE IV

partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,

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

### **E. ADDITIONAL SERVICES**

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

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

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

### **F. OWNERSHIP OF PLANS**

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports, or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report, or document which shall have been collected, prepared, or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

## ARTICLE IV

### **G. SUBLETTING**

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

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

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

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

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

### **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,

## ARTICLE IV

at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### J. CONTRACTUAL RELATIONS

#### 1. Independent Contractor

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

#### 2. Claims and Indemnification

##### a. Non-Professional Liability Indemnification

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

##### b. Professional Liability Indemnification

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

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

#### 3. Insurance

##### a. Required Coverage

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

1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death,

## ARTICLE IV

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

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

### **K. AGREEMENT MODIFICATION**

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

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### **L. EXTENSION OF COMPLETION DATE(S)**

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

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

#### **COMPLIANCE**

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

- (1) **Compliance with Regulations:** The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any

#### ARTICLE IV

information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
  - (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

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

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

### **O. DOCUMENTATION**

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

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

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

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



## ATTACHMENT A

### 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.

**Dover 41824  
NH Route 16 (Spaulding Turnpike) over Cocheco River  
Scope of Services  
July 16, 2021**

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**Description:**

The NH Route 16 Bridges carry Northbound (NB) and Southbound (SB) traffic over the Cocheco River in the City of Dover. The existing bridges were constructed in 1957 and rebuilt in 1991. The bridges have four spans with a total length of 267 feet. The superstructure consists of steel beams with a concrete deck with a bituminous concrete wearing surface. The bridge sections provide a 38'-0" wide two-lane roadway in each direction. Bridge and approach railings are aluminum and the roadway approaches have standard w-beam. Abutments are concrete supported by steel piles at the south abutment and concrete columns at the north abutment. The concrete piers are supported by concrete spread footings on bedrock.

There is a 12" methane gas transmission pipeline (EcoLine) carried by the SB bridge. There are no overhead utilities in the vicinity of the bridges.

The approach roadway is 38' (10-12-12-4) wide for each barrel and the bridges carry over 43000 vpd.

Based upon inspection conducted by the Department in April 2019, the bridges are on the State's Red List. Bridge No. 105/133 has a Sufficiency Rating of 83%. The concrete deck is rated 4 (poor condition), and the steel superstructure and the substructure are rated 6 (satisfactory condition). Bridge No. 106/133 has a Sufficiency Rating of 52%. The concrete deck and the steel superstructure are rated 4 (poor condition), and the substructure is rated 6 (satisfactory condition). Since a Bridge Preservation effort to repair the bridge decks would not result in removal from the Red List, that alternative will not be considered moving forward.

**Part A**

**A. Pre-Preliminary Phase**

**1. Evaluate Available Plans and Data**

Information received from the Department including plans and other studies, letters, meeting reports, estimates, and previous design alternatives will be reviewed to aid in the full understanding of the project issues and design controls.

**2. Base Plan Preparation**

The engineering base plan will be provided by GM2 and a digital terrain model will be developed from the topographic survey data provided. GM2 will develop a three-dimensional triangle file containing all break lines and point shots for model development.

**3. Site Review**

A thorough site review will be completed. This will consist of walking the length of the corridor and documenting features shown or not shown on the plans and observing traffic and potential conflicts. Photos will also be taken for future reference. The site will be visited periodically to note changes in the field conditions and to evaluate the feasibility of the proposed improvements as the design progresses.



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4. Develop Design Criteria

The project Design Criteria will be developed utilizing current NHDOT and AASHTO documents, policies and guides including AASHTO Policy on Geometric Design of Highways and Streets, AASHTO LRFD Bridge Design Specifications, NHDOT Highway Design Manual, and the NHDOT Bridge Design Manual (BDM).

5. Develop Bridge Rehabilitation Alternatives

Rehabilitation Alternatives:

- Rehab-1: Deck replacement, replacement of bearings and expansion joints, structural steel repairs, and substructure repairs. This alternative will get the bridges off the Red List and provide another 20 years of service life.
- Rehab-2a: Superstructure replacement, replacement of bearings and expansion joints, and substructure repairs. This alternative includes making the abutments semi-integral and relocating the expansion joints to the end of the approach slabs utilizing sleeper slabs. This alternative will get the bridges off the Red List and provide another 75 years of service life.
- Rehab-2b: Superstructure replacement, replacement of bearings and expansion joints, and substructure repairs. This alternative includes relocating the expansion joints behind the backwall. This alternative will get the bridges off the Red List and provide another 75 years of service life.

6. Develop Conceptual Alternatives

Development of plans for roadway modification necessary for the potential bridge widening (if needed) due to the traffic control.

7. Develop Conceptual Traffic Control Alternatives

The traffic control alternatives will include typical sections through the bridge areas to confirm feasibility. Plan layout for median cross overs (if needed) will also be developed to aid in estimating cost of maintaining two through lanes of traffic during construction. No profiles or critical sections will be developed at this stage.

8. Inspect and Load Rate Bridge

An in-depth, hands-on inspection of the structures will be completed and an inspection report developed.

a. Field Inspection:

- Perform visual “hands-on” inspection of the exposed bridge components, primarily the superstructure and substructure.
- All the deterioration noted in the latest available inspection report will be verified and documented as needed. Any additional significant deficiencies observed during this inspection will also be documented.
- Inspection will be performed using standard handheld inspection tools.



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- Any significant section loss or area requiring repair in the superstructure steel will be documented. Photos will be taken as needed.
- Any significant crack in the substructure concrete will be documented. The substructure concrete will be checked for spalls / delamination for 100% of suspect areas and 25% of areas showing no apparent deterioration.
- The portion of the substructure below the water level will not be inspected.
- General condition of the channel will be inspected visually and documented as needed.
- The structure will be inspected utilizing a 60' Under Bridge Inspection Unit with traffic control on NH16, Spaulding Turnpike NB & SB utilizing State Trooper.
- Fieldwork is anticipated to be completed in two days (one day for each bridge). A third day (contingency) may be required depending on the extent of deterioration observed during the inspection.

**b. Inspection Findings Report:**

- Develop an Inspection Findings Report to document the field observations and deficiencies.
- The report shall include the following:
  - Summary of the findings.
  - Description of deterioration noted in superstructure and substructure elements.
  - Field sketches as needed.
  - Relevant photos with description.

The existing bridges will be load rated utilizing newly acquired information regarding section loss to be included in the analysis model. Coring of the abutments and piers will be completed with test results for strength and condition included in the inspection report.

**9. Develop 15% Plan Submission**

A set of 15% Pre-preliminary plans will be submitted for review. The set will consist of 50 scale roll plans for two (2) bridge rehabilitation alternatives including bridge and roadway typical sections (as needed for traffic control), and any conceptual traffic control plans (as needed).

**10. Develop Cost Comparisons**

Construction estimates will be developed for the two (2) rehabilitation alternatives. Through discussions with the Department, contingencies will be added for traffic control and incidental items at this early stage of project development.

**11. Develop Rehabilitation Report**

A Rehabilitation Report will be developed including a summary of the alternatives, estimated costs for each alternative, and supporting narratives providing information on the issues of each option.

**12. Develop Engineering Report**

An Engineering Report is not anticipated.



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**B. Preliminary Phase**

1. Incorporate Utility Information

Utility information provided by the Department will be added to the plans.

2. Develop Conceptual Drainage and BMP's

There is no existing closed drainage within the project limits and none proposed. It is expected that the existing sheet flow to vegetated slopes will remain. No water quality enhancement is anticipated.

3. Develop Wetland Impact Plans

Wetland Impact Plans will be developed for the selected alternative utilizing NHDOT's Design Submission Checklist (HDM Appendix 2 -14) and Wetlands Bureau Permit Application Guidelines (HDM Appendix 2-15). Plans will include a Cover Sheet, Standard Symbols Sheets, and the Wetland Impact Plans (cut sheets).

4. Develop 30% Plans

Preliminary Plans will be developed only if the selected alternative includes widening the bridge for traffic control. Plans will be 50 scale roll plans, utilizing NHDOT's Design Submission Checklist.

5. Develop 30% Profiles

Preliminary Profiles will be developed to replicate the existing roadway vertical geometry. Profiles will be 50 scale horizontal/10 scale vertical roll plans, utilizing NHDOT's Design Submission Checklist.

6. Develop 30% Typical Sections

Preliminary Typical Sections will be developed to replicate the existing roadway section. Should the alternative with widening for traffic control be selected, typical sections depicting varied transition areas will be developed. Typical sections will be 10 scale cut sheets utilizing NHDOT's Design Submission Checklist.

7. Develop 30% Cross Sections

Preliminary Cross Sections will be developed if the selected bridge rehabilitation alternative requires roadway approach widening for traffic control. Cross Sections will be 10 scale roll plans, utilizing NHDOT's Design Submission Checklist.

8. Develop 30% Traffic Control Plans

Preliminary Traffic Control Plans will be developed for the selected alternative utilizing NHDOT's Design Submission Checklist. Plans will be 50 scale roll plans, 50 scale horizontal/10 scale vertical profile roll plans (if an on-site diversion necessary), and 10 scale Typical Sections and Critical Cross Sections.



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9. Develop 30% Quantities and Engineer's Estimate

A 30% Engineer's Estimate will be developed for the selected alternative utilizing quantities calculated from the 30% Plans and current NHDOT unit costs. The estimate will include contingency items based on discussion with the Department to arrive at a preliminary construction estimate.

10. Update Engineering Report

An Engineering Report is not anticipated.

**C. Type, Size, and Location (TS&L)**

1. Develop Bridge/Structure Type, Size and Location

Upon receiving approval on the recommended bridge layout, the design of the bridge will be further advanced in accordance with the Type, Size, and Location (TS&L) requirements of the BDM. The design will be developed after careful appraisal of the site conditions, foundation recommendations, scour potential, rights of way, and highway limitations including maintenance and protection of traffic, both present and future.

2. Cost Estimate

Prepare preliminary estimate for selected bridge alternative as described in Section 2.9 of the BDM.

3. TS&L Report Development

Develop the TS&L Report following the guidelines in Section 2.8 of the BDM.

**D. Slope and Drain Phase**

1. Develop 60% Roadway General Plans

Roadway General Plans will be developed by addressing the 30% design comments and progressing the design to 60%, only if the selected alternative requires roadway widening for traffic control. Plans will be 50 scale cut sheets.

2. Develop 60% Detail plans

Details including pavement matches and transitions will be developed only if the selected alternative requires roadway widening for traffic control.

3. Develop 60% Roadway Profiles

Profiles will be developed by addressing the 30% design comments and progressing the design to 60%, only if the selected alternative requires roadway widening for traffic control. Profiles will be 50 scale horizontal/10 scale vertical cut sheets.



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4. Develop 60% Typical Sections

Typical Sections will be developed by addressing the 30% design comments and progressing the design to 60%, only if the selected alternative requires roadway widening for traffic control. Typical sections will be 10 scale cut sheets.

5. Develop 60% Roadway Cross Sections

Cross Sections will be developed by addressing the 30% design comments and progressing the design to 60%, only if the selected alternative requires roadway widening for traffic control. Cross Sections will be 10 scale cut sheets.

6. Develop 60% Detour/Traffic Control Plans

Traffic Control Plans will be developed by addressing the 30% design comments and progressing the design to 60%. Plans will be 50 scale roll plans, 50 scale horizontal/10 scale vertical profile cut sheets (if an on-site diversion is necessary), and 10 scale Typical Sections and Critical Cross Sections.

7. Complete 60% Drainage and BMP's

There is no conceptual drainage or water quality enhancement anticipated.

8. Develop Drainage Detail Sheets

No drainage details anticipated.

9. Develop Slope and Drain Phase (60%) Quantities and Engineer's Estimate

The 30% Engineer's Estimate will be updated to reflect the quantities calculated from the 60% Plans and current NHDOT unit costs. The estimate will include contingency items based on discussions with the Department to arrive at a 60% Construction Estimate.

10. Update Wetland Impact Plans

Wetland Impact Plans will be updated by addressing the comments received. Plans will include a Cover Sheet, Standard Symbols Sheets, and the Wetland Impact Plans (cut sheets).

11. Final Engineering Report

An Engineering Report is not anticipated.





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**E. Preliminary Bridge Plans**

1. Preliminary Superstructure Design

This task includes performing design calculations to properly size the proposed superstructures for the two (2) Cocheco River crossings.

2. Preliminary Substructure Design

This task includes performing design calculations to evaluate the load capacity of substructure elements for the two (2) Cocheco River crossings.

3. Develop Bridge General Plan and Elevation

This task includes developing a General Plan and Elevation for the two (2) Cocheco River crossings.

4. Develop Bridge Site Plan and Profile

This task includes developing a Site Plan and Profile for the two (2) Cocheco River crossings.

5. Develop Substructure Elevations/Developed Views

This task includes developing a Substructure Elevations/Developed Views for the two (2) Cocheco River crossings.

6. Finalize Bridge/Structure Typical Section

This task includes finalizing the Bridge/Structure Typical Sections for the two (2) Cocheco River crossings.

7. Geotechnical Coordination

This task includes the coordination with the Bureau of Materials and Research regarding the preliminary foundation design and the bearing capacity of the existing foundations for the two (2) Cocheco River crossings.

8. Preliminary Bridge Estimate

The Preliminary Bridge Estimate will include quantities and costs for major bridge items along with contingencies using current NHDOT unit costs.



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**F. Perform Environmental Coordination Efforts**

**1. Data Collection**

GM2 will collect and review available data for the project site in order to prepare the environmental documentation. Data to be reviewed will include water quality/impaired waters information, the NHDES OneStop database, GRANITView online maps, the NHDES PFAS online map, and other existing data and maps for the project area.

The NH Natural Heritage Bureau's DataCheck tool and the US Fish and Wildlife Service's IPaC website will be used to obtain information on threatened and endangered species within the project area. It is assumed that the Northern Long-Eared Bat 4(d) Rule will apply to the project. GM2 will complete the IPaC 4(d) Rule Determination Key and Questionnaire to obtain a verification letter.

Agency coordination letters/information requests will be sent to the following agencies:

- NH Fish and Game Department (if listed species are identified in Natural Heritage Bureau report)
- National Marine Fisheries Service
- NH Conservation Land Stewardship Program
- NH Department of Resources and Economic Development Land and Water Conservation Fund
- New Hampshire Land and Community Heritage Investment Program (LCHIP)
- NH Floodplain Management Program
- Cocheco River Local Advisory Committee
- US Coast Guard
- City of Dover officials

Letters will be sent to additional agencies if determined to be necessary.

**2. Wetland Delineation**

Wetlands within the project area will be delineated in accordance with the US Army Corps of Engineers (ACOE) 1987 Methodology and the ACOE Northcentral and Northeast Region Supplement (2012). Ordinary high water (OHW) and top of bank (TOB) will also be delineated. Individually-labeled flags will be placed in the field to designate the wetland boundaries and the flags will be located by GM2. Federal wetland classifications will be assigned in accordance with "Classification of Wetlands and Deepwater Habitats of the United States" (Federal Geographic Data Committee, 2013). Representative photographs of the study area will be taken. A functional assessment of wetlands within the project area will be completed. Wetland functions and values will be assessed in accordance with the ACOE's "Highway Methodology Workbook Supplement: Wetland Functions and Values; A Descriptive Approach" (1995).

While on site for the wetland delineation, GM2 will review the project area for the presence of invasive species and potential sources of contamination.



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3. Cultural Resource Review

GM2 will prepare a Section 106 Programmatic Agreement Appendix B Certification form. It is assumed that the project will not require a permit from the US Army Corps of Engineers (ACOE) and preparation of a NHDHR Request for Project Review (RPR) will not be required.

A Program Comment for Post-1945 Bridges form will be completed for each of the two bridges. The forms will be submitted to NHDOT and included with the RPR or Appendix B Certification form.

This task also includes the management of and coordination with Independent Archaeological Consulting, LLC (IAC) if it is determined that an archaeological survey is necessary.

4. Environmental Documentation

Since the project is state-funded, it is assumed that NEPA documentation will not be required. If the project meets the criteria for an Environmental Review Short Form, then the form and supporting documentation will be prepared. Otherwise, an Environmental Study Document will be prepared.

Since the project is located in a coastal zone community, GM2 will coordinate with the Office of Strategic Initiatives (OSI) under the Coastal Zone Management Act of 1972, Federal Consistency Regulations (15 CFR Part 930), Federal Executive Order 12372 and State Executive Order 83-10. It is assumed that a formal consistency determination will not be required.

A draft of the environmental document will be provided to NHDOT for review and comments will be addressed by GM2.

**G. Support Public Involvement Process**

1. Develop Illustrative Plans & PowerPoint Presentation

A colored maps and data will be prepared for the first Public Informational/Public Officials Meeting ~~from high resolution aerial photos obtained from the GRANIT Resource Library or the NHDOT. Once an alternative is selected, more detailed plans~~ showing the proposed work and incorporating the base mapping will be developed for subsequent Public Informational Meetings and Resource Meetings. The standard NHDOT Hearing plan utilizing the Legend in HDM Appendix 2-10 will be developed for the Public Informational/Public Officials Meeting.

A PowerPoint presentation utilizing developed color plans and other necessary project information will be developed in anticipation of virtual public meetings.

2. Develop Exhibits/Renderings

Exhibits showing additional project information such as bridge layout, on-site diversion layout and/or traffic control phasing will be developed to aid in the Public's understanding of the project. It is anticipated that no bridge renderings will be developed.



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3. Public Participation/Outreach

GM2 will assist the Department with public participation and prepare project information handouts as required for public meetings.

**H. Meetings**

1. Design Development Meetings

It is anticipated that there will be five (5) design development/review meetings to discuss and refine the design alternatives throughout Part A. One (1) of the meetings will be the Kickoff Meeting. All meetings are assumed to be at NHDOT in Concord or done virtually.

GM2 will be responsible for meeting minutes.

2. Natural Resource Meetings

Staff attendance at two (2) Natural Resource meetings throughout Part A is included. All meetings are assumed to be at NHDOT in Concord or done virtually.

3. Cultural Resource Meetings

Staff attendance at two (2) Cultural Resource meetings throughout Part A is included. All meetings are assumed to be at NHDOT in Concord or done virtually.

4. Public Informational/Officials Meeting

Staff attendance at one (1) Public Informational/Officials meeting throughout Part A is included. All meetings will be in Dover or held virtually. The Department will provide the platform should this meeting be virtual. The Department is responsible for scheduling the Public Officials Meeting, venue reservations, and advertising. GM2 will provide necessary graphics and support materials as described in task G.

~~5. Public Informational Meeting~~

~~Staff attendance at one (1) Public Informational meeting throughout Part A is included. All meetings will be in Dover. The Department is responsible for scheduling the Public Informational Meeting, venue reservations, and advertising. GM2 will provide necessary graphics and support materials as described in task G.~~

**I. Project Administration**

1. Progress Reports

This task includes the development and update of the monthly Progress Reports provided to the NHDOT Project Manager assigned to the project. The progress report will highlight the month's activities, identify outstanding items and serve as monthly chronology of the project development.



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2. Schedule

A project schedule will be developed and updated as needed during the design development with input from the Department. It is anticipated that Part A of this project will be completed 24 months from Authorization to Proceed.

**J. Land Survey**

1. Municipal GIS & Assessors Research

This task includes the preliminary research within the City of Dover's land records to create a level 1 ert.dgn and erl.dgn for the project.

2. Abutter Notification Letter Development

The abutter database developed during task 1 will be used to develop a standard letter of notification for use by the Department.

3. Establishment of Survey Control

This task involves the establishment of survey control on the site adhering to the NHDOT Survey Technical Standards Manual. The base mapping for the project will be developed using the US Survey Foot and reference the New Hampshire State Plane Coordinate System NAD83(2011) and NAVD88. Concise field notes along with an adjustment report will accompany the project control.

4. Topographic and Base Map Preparation

GM2 will develop the topographic and base map for the project at a scale of 1"=50', adhering to the current version of the NHDOT CADD Standards as well as the aforementioned Survey Technical Standards Manual. The extents of the survey are as shown on the GM2 Survey Request dated August 8, 2020 and will include a detailed survey of the existing Spaulding Turnpike, the subject bridges, and the bed of the Cocheco River. In general, the survey will be 300' in width, centered upon the existing Spaulding Turnpike. The survey will be approximately 3,100' in length, centered upon the Cocheco River.

GM2 survey crews will utilize the same snooper truck used by the bridge inspection personnel to obtain the necessary measurements atop the existing piers, abutments, and below the bridge decks in locations that would be otherwise unsafe to accurately measure from the ground. Low altitude photogrammetry will be used to collect the data between the shoulders of the Turnpike to minimize impacts to the motoring public and maximize personnel safety. The Department will provide any approvals necessary to fly an UAV over the active Turnpike roadways.



**Dover 41824  
NH Route 16 (Spaulding Turnpike) over Cocheco River  
Scope of Services**

**Part B – Not Included**

**Part C – Not Included**

**Assumptions:**

- Two lanes of traffic must be maintained in each direction during construction activities, and the minimum lane width to maintain traffic is 14 feet.
- The field aspect of Task J will occur in no-snow conditions.
- No studies of relocation of the Dover Community Trail are included.
- No Right of Way research or monumentation is included.
- No hydraulic studies or scour analyses are required.
- No drainage design is anticipated.
- No additional borings are anticipated.

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.

GM2 Associates, Inc.

(Company)

By: 

Darren L. Blood, P.E.

Executive Vice President

(Title)

Date: 11/12/2021

**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*

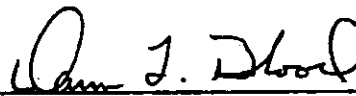
**CONSULTANT DISCLOSURE STATEMENT  
FOR PREPARATION OF  
ENVIRONMENTAL EVALUATIONS**

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.

11/12/2021

(Date)



(Signature)



Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Executive Vice President and duly-authorized representative of the firm of GM2 Associates, Inc., and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

11/12/2021  
(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):

November 12, 2021  
(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: Laurie A. Naro  
Laurie Naro  
Administrative Assistant

Dated: 11/12/2021

CONSULTANT

By: Darren L. Blood  
Darren L. Blood, P.E.  
Executive Vice President  
(TITLE)

Dated: 11/12/2021

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Javelakas

Dated: November 12, 2021

THE STATE OF NEW HAMPSHIRE

By: P. A.  
Director of Project Development  
for DOT COMMISSIONER

Dated: November 12, 2021

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: 12/14/2021

By: Emily C. Hanig  
Assistant Attorney General

Secretary of State

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

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Secretary of State



## CERTIFICATE OF AUTHORITY

I, Manish K. Gupta, do hereby certify that I am the President and CEO of GM2 Associates, Inc. ("GM2" or the "Corporation"), which corporation has its principal offices at 115 Glastonbury Boulevard, Glastonbury, Connecticut 06033, and is organized, incorporated, and in good standing under the laws of the State of Connecticut. I also certify that each of the further statements in this Certificate is true and correct.

115 GLASTONBURY BLVD  
GLASTONBURY CT 06033  
860.659.1418

6 CHESTNUT ST  
AMESBURY MA 01913  
978.388.2157

197 LOUDON RD  
SUITE 310  
CONCORD NH 03301  
603.856.7854

317 IRON HORSE WAY  
SUITE 100  
PROVIDENCE RI 02908  
401.383.6530

120 MIDDLESEX AVENUE  
SUITE 20  
SOMERVILLE, MA 02145  
617.778.3360

Under resolutions duly adopted and ratified by the Board of Directors (the "Board") of the Corporation on April 28, 2021 in accordance with the constituent charter and By-Laws of GM2, which have not in any way been modified, repealed or rescinded subsequently, but remain in full force and effect, it was resolved:

THAT Darren Blood is Executive Vice President of the Corporation as of January 26, 2018 and that he will retain that office until and unless the Board resolves otherwise; and THAT as Executive Vice, Darren Blood is duly authorized by the Corporation's By-Laws to enter into and sign contracts on behalf of the Corporation, including the contract with the State of New Hampshire Department of Transportation for Dover 41824 (Part A).

Dated at Glastonbury, Connecticut this 12th day of November, 2021.

Manish K. Gupta, President and CEO  
GM2 Associates, Inc.

# 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 GM2 ASSOCIATES, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on May 04, 2000. 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: 346216

Certificate Number: 0005380984



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of June A.D. 2021.

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

William M. Gardner  
Secretary of State



GM2ASSO-01

KFULLER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2022

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).

<b>PRODUCER</b> Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	<b>CONTACT NAME:</b> Keith Fuller <b>PHONE (A/C, No, Ext):</b> (860) 430-3337 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> kfuller@smithbrothersusa.com														
<b>INSURED</b>  GM2 Associates, Inc. 115 Glastonbury Blvd. Glastonbury, CT 06033	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Insurance</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Co of Amer</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER D : Great American Insurance Co.</td> <td style="text-align: center;">16691</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Insurance	25674	INSURER B : Phoenix Insurance Company	25623	INSURER C : Travelers Indemnity Co of Amer	25666	INSURER D : Great American Insurance Co.	16691	INSURER E :		INSURER F :	
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INSURER D : Great American Insurance Co.	16691														
INSURER E :															
INSURER F :															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	6808L907948	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
B	<b>AUTOMOBILE LIABILITY</b> <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		X	BA3R3859872	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4P294035	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB4L028766	1/1/2022	1/1/2023	<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
D	Professional Liab		X	DPPE439004	1/1/2022	1/1/2023	Each Claim \$ 5,000,000
D	Deductible: \$40,000		X	DPPE439004	1/1/2022	1/1/2023	Annual Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

RE: DOVER 41824 (PART A) THE STATE OF NH DOT, IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY PER POLICY FORMS. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY PER POLICY FORMS. WAIVER OF SUBROGATION APPLIES IN FAVOR OF ADDITIONAL INSUREDS PER POLICY FORMS. 30 DAYS NOTICE OF CANCELLATION EXCEPT FOR NON-PAYMENT OF PREMIUM, ONLY 10 DAYS NOTICE OF CANCELLATION SHALL BE GIVEN.

**CERTIFICATE HOLDER****CANCELLATION**

The State of New Hampshire  
 Department of Transportation  
 7 Hazen Drive, P.O. Box 483  
 Concord, NH 03302-0483

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