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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
July 28, 2021

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with the firm of Vanasse Hangen Brustlin, Inc., of Bedford, NH, Vendor # 174584, for an amount not to exceed \$252,747.02, for the final design of floodplain mitigation in the Ashuelot River watershed on the southern side of NH Route 101 NH Route 12 & NH Route 10, just east of the intersection with NH Route 9 in the City of Keene effective upon Governor and Council approval, through November 1, 2023. 100% Federal Funds.

Funds to support this request are available in the following account for FY 2022:

04-096-96-963515-3054	<u>FY 2022</u>
Consolidated Federal Aid	
046-500464 Gen Consultants Non-Benefit	\$252,747.02

EXPLANATION

The Department requires professional engineering consulting services for the final design of floodplain mitigation in the Ashuelot River watershed on the southern side of NH Route 101 NH Route 12 & NH Route 10, just east of the intersection with NH Route 9 in the City of Keene.

On August 14, 2019, the Governor and Council authorized the Part A preliminary design agreement with Vanasse Hangen Brustlin, Inc (VHB) (Item #24) for preliminary design of floodplain mitigation within the Ashuelot River watershed in the City of Keene. The objective of the project is to develop an alternative that will satisfy the requirements of the State and Federal permitting agencies as they relate to the past Keene-Swanzey 10309 improvements. The preliminary design phase will also identify impacted natural and cultural resources potentially affected by the proposed action, and investigate means of minimizing or mitigating the impacts; prepare an environmental document for the proposed action; assist the Department with public involvement support services, including preparation of a Hearing plan if required; and identify and document the existing right-of-way. In the Part A Preliminary Design agreement, the Department reserved the right to either negotiate a scope and fee for the Part C final design services part or terminate the contract. Since the firm of VHB, Inc. satisfactorily completed the Part A preliminary design services for this project, the Department proposes to continue with this firm to perform the Part C final design. This Part C final design agreement for engineering consulting services continues the above intent and objectives and includes final floodplain mitigation design, environmental permitting, public involvement, contract plans, specifications, special provisions, and estimates of quantities and costs to complete the improvements.

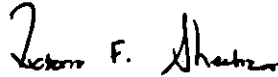
VHB, Inc. has agreed to furnish the professional engineering services for an amount not to exceed \$252,747.02. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal Funds with 20% State match.

Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% Federal Funds.

This Agreement (Keene - Swanzey, X-A004(345), 40100, Part C-Final Design) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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

Sincerely,

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

Victoria F. Sheehan
Commissioner

Attachments

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ATTACHMENTS

- A. SPECIAL CONTRACT PROVISIONS FOR COVID-19
- B. **SCOPE OF WORK FOR PART C** –(Prepared by VHB (Dated 6-15-21))
 - 1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
 - 2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
 - 3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
 - 4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
 - 5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
 - 6. CERTIFICATION OF GOOD STANDING
 - 7. CERTIFICATION OF INSURANCE
 - 8. CERTIFICATION OF AUTHORITY / VOTE
 - 9. SIGNATURE PAGE

**AGREEMENT
FOR PROFESSIONAL SERVICES**

a. PREAMBLE

THIS AGREEMENT made this 21st day of July 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 VHB, Inc., at 2 Bedford Farms Dr., Suite 200, in the Town of Bedford, 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 construct floodplain mitigation in the Ashuelot River watershed on the southern side of NH Route 101 NH Route 12 & NH Route 10, just east of the intersection with NH Route 9 in the City of Keene.

The DEPARTMENT requires professional final design for the floodplain mitigation at said location. These services are outlined in the CONSULTANT'S Scope of Work (Attachment B) dated June 15, 2021 and Fee Proposal dated June 10, 2021, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

Three construction projects of the Keene – Swanzey 10309 series between 2005 & 2017 created 19.9 ac-ft of floodplain impacts. This project involves the creation of up to 19.9 acre-ft of compensatory flood storage for those prior project floodplain impacts. Several potential locations were scoped and evaluated. The chosen location during preliminary design that best met the project need was this portion of the Department owned right-of-way located on the southern side of NH Route 101, NH Route 12 & NH Route 10, just east of the intersection with NH Route 9 in the City of Keene.

The design efforts for this project will include part 'C' (final) design. Part 'C' efforts will: 1.) progress the conceptual design to a final design stage (including the Department submission milestones and their associated requirements); 2.) prepare final environmental permits; 3.) support the project through bid phase; and 4.) provide construction support.

B. SCOPE OF WORK (GENERAL)

The scope of work is for the final design and preparation of contract plans, permitting, specifications, estimates and construction services for the layout selected.

The CONSULTANT shall continue data collection and progress the conceptual design through final design. The CONSULTANT shall incorporate into the design plans any DEPARTMENT provided materials and designs such as geotechnical information.

The CONSULTANT will develop colored plans for the DEPARTMENT's use in meetings and coordination with the public. The CONSULTANT is responsible for all meeting minutes.

C. SCOPE OF WORK (GEOTECHNICAL)

The Department has completed the full geotechnical borings required for the project. In support of the Department's geotechnical program, the CONSULTANT combine groundwater data from these subsurface investigations with existing available groundwater data and additional measurements at the existing groundwater monitoring wells to provide an estimate of groundwater contours below the site. No geotechnical work by the CONSULTANT is anticipated.

D. SCOPE OF WORK (ENVIRONMENTAL)

The CONSULTANT shall be responsible for the following:

1. The CONSULTANT shall perform, as appropriate, a Wildlife Habitat Assessment in accordance with Env-Wq 1503.19(h) and complete a report, performed by a qualified individual.

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2. The CONSULTANT shall develop a site-specific map of invasive plant populations.
3. If required, the CONSULTANT shall prepare a simple acoustical survey plan for the northern long-eared bat (NLEB) that will include a map locating anticipated detector deployment at two locations, a brief summary of proposed survey equipment and methodology, and resumes and qualifications of the preparers. The CONSULTANT shall also prepare an Acoustic Survey Report in accordance with the USFWS Survey Guidelines, and consult with the USFWS and the NH Fish and Game Department (NHF&G) on the results of the acoustic survey.
4. All applicable environmental permits and supporting documentation, including photographs. Anticipated permits include: NHDES Dredge and Fill, and conformance with NHDES Alteration of Terrain regulations and the NH Stormwater Management Manual.
5. The CONSULTANT'S plans shall include all commitments made in the environmental documents to the extent practicable.
6. Limited Reuse Soil – The CONSULTANT shall follow guidance developed by the DEPARTMENT for the management of Limited Reuse Soil (LRS). These soils must be managed as part of the contract and where they can be used may be limited by site constraints.
7. Construction Impacts: The CONSULTANT shall perform, as necessary, tasks required to assess the potential construction impacts on the natural, cultural, and socio-economic resources present within the project area.
8. Agency Coordination: The CONSULTANT will attend up to four meetings between the DEPARTMENT's monthly Natural Resource Agency and Technical Advisory Group meetings and coordinate two field meetings, if needed, with the agencies to review resource impacts. The CONSULTANT will be responsible for supplying support graphics, making presentations and preparing meeting minutes.
9. Army Corps Permit: The CONSULTANT shall prepare Appendix B documentation for the PGP in support of the Statewide Programmatic General permit.

E. SCOPE OF WORK (FINAL DESIGN)

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 Manual, and most current Standard Plans for Road Construction, except as approved. The scope of work proposed by this AGREEMENT includes:

1. The CONSULTANT shall develop plans at the scale of 1" = 50', unless otherwise noted.
2. The CONSULTANT shall be responsible for the incorporation of environmental resource mapping, right-of-way and property line information, geotechnical information, and utility information, etc.

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3. The design of all permanent guide, warning and regulatory signs in accordance with the MUTCD and per Department typical practices along the corridor. Adding these elements into the contract plans including the quantity summary sheets with guidance from the DEPARTMENT.
4. The development of the permanent construction sign and warning device package, including the quantity summary sheets. This shall include summary sheets for relocated signs for construction sequencing.
5. Construction quantity estimates for each major submission (PPS&E, & PS&E) shall be completed. Estimates shall be submitted with a narrative explaining all major quantity changes.
6. The CONSULTANT shall conduct up to 3 site visits during design effort, for the purpose of verifying final design elements, layout or drainage.
7. The CONSULTANT shall develop a Planting Plan that includes size, quantity, spacing, and clustering for the variety of native species selected for the site. The Planting Plan will include three separate habitat zone types consistent with the conceptual plan: wetland, flood-meadow, and upland.
8. Right-of-way lines will be furnished by the DEPARTMENT.
9. The DEPARTMENT will process additional survey requests to the extent necessary to ensure continuity between new and current detail model files. The CONSULTANT will be given these files and shall be responsible for the incorporation of these files into the current detail base plans and digital terrain models (DTM). The incorporation of additional survey information shall include all drafting, labeling, detailing and field checking of the detail of all survey requests. Additional surveys may be required throughout the design process, and the CONSULTANT shall modify the design, as necessary, based upon the updated survey information.
10. The CONSULTANT shall furnish two (2) permanent, legible copies of the design calculations, suitably bound, and when directed, all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.
11. 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.

F. SCOPE OF WORK (UTILITIES)

To date, utility verification has not found utilities within the proposed site. The utility coordination for this project will be performed by the DEPARTMENT. The CONSULTANT shall coordinate with Design Services to confirm or deny presence of utilities.

G. SCOPE OF WORK (RIGHT-OF-WAY)

The right-of-way work is somewhat limited on this project as it will work within existing highway right-of-way. However, there is need for some sort of protection from development in the form of either a Deed Restriction

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or Conservation Easement, or other determined protection. The CONSULTANT shall:

1. Develop a metes and bounds description and set up to 8 monuments to delineate the mitigation site to support development of the deed restriction or conservation easement by the Department.
2. Develop draft language for the deed restriction/easement for the Department to use in the final documents, and will coordinate with the Department, NHDES, the City and other potential parties to identify an appropriate monitor/steward.
3. Provide technical review of stewardship/management plan for the parcel.

H. SCOPE OF WORK (PUBLIC PARTICIPATION)

The CONSULTANT shall provide support to the public participation process that enhances the DEPARTMENT'S "Public Involvement Process for New Hampshire Transportation Improvement Projects". The CONSULTANT shall prepare presentation graphics, handouts and support displays for the one public informational meeting scoped. The CONSULTANT will attend the presentations and shall draft meeting minutes. Specific tasks include:

1. Public Participation Support: The CONSULTANT shall prepare the colored plans and graphics for the Meetings for the DEPARTMENT. These plans are intended to support the DEPARTMENT's efforts for Public Meetings. The CONSULTANT is responsible for attendance, presentation and preparing of any project meeting notices and meeting notes, supported by The Department.
2. Website: The CONSULTANT will provide documents for posting to the State and Town website as needed.

I. SCOPE OF WORK (POST-CONSTRUCTION MONITORING AND MAINTENANCE PLAN)

The CONSULTANT shall prepare a Post-Construction Monitoring and Maintenance Plan detailing success criteria, control of invasive species, and other adaptive management measures that may be needed following construction.

J. SCOPE OF WORK (PERMIT FOLLOW-ON SERVICES)

Follow up coordination efforts after the wetland permit is submitted may be required. If needed, the CONSULTANT shall:

1. Prepare documents to respond to agency comments.
2. Respond to Requests for More Information
3. Make plan revisions
4. Attend site inspection

K. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

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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:
2. All existing survey and baseline data on disk or other electronic means, field notes, and note reductions in the format outlined in the current DEPARTMENT CAD/D Procedures and Requirements. An electronic ground model shall be provided, if available, along with all existing information that can be used to create a model (ASCII point file, SDR data files, etc.).
3. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the ground terrain model and plans shall be the responsibility of the CONSULTANT.
4. 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.
5. Electronic drawings in MicroStation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of preliminary base plans to the DEPARTMENT for use by the utilities. The CONSULTANT shall be responsible for the incorporation of this information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
6. Any available 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.). The DEPARTMENT will also gather any supplemental topographical survey data that is determined to be necessary as the project proceeds, and will process this data for use. Incorporation of this supplemental information into the digital terrain model and base plan shall be the responsibility of the CONSULTANT.
7. Electronic drawings in Microstation format of the Right-of-Way data, approximate property lines, and parcel owners. These electronic files containing abstracting information will be updated, as necessary, throughout development of the project. The CONSULTANT shall be prepared to incorporate refinements from the Department, to the electronic files, as needed.
8. Prints of the following information:
 - a. Any information outlined in Article I.K.1. through 7. above (electronic information) both existing and proposed, when available, for verification by the CONSULTANT.
 - b. Any additional information (e.g., abstracting, utilities, etc., not available electronically) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
9. Geotechnical investigations and recommendations, if available.

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L. 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 develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project.

M. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

The CONSULTANT shall prepare and submit to the DEPARTMENT separate submissions as described hereinafter.

The CONSULTANT, with each submission, shall submit a Design Report describing the "design issues" addressed in that submission. The report shall include design criteria and controls, specific items and issues of interest, design calculations appropriate for the submission, grading plan, landscaping plan, and a construction cost estimate. In addition, the report shall include anticipated or outstanding issues and the CONSULTANT'S recommendations. All issues shall be noted as to whether the CONSULTANT feels that the issue is within the scope of work described in Article I. Meetings between the CONSULTANT and the DEPARTMENT shall be held prior to submissions to discuss design issues and recommendations.

The CONSULTANT shall submit information in the agreed to format.

The CONSULTANT will be expected to support their design proposals and any issues resulting from review by the DEPARTMENT, with alternative studies and reasonably itemized cost comparisons for alternate concepts.

Any and all CAD/D-related work completed during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT.

1. Floodplain Mitigation Design Submissions

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

a. Slope and Drain Plans

The Slope and Drain submission shall consist of a set of plans that reflect the comments of the Department and the technical advisory group (TAG) on the Preliminary Plans submission. A quantity calculation book and cost estimate shall be submitted at this stage. A drainage report and engineering report shall also be submitted. This submission shall verify the non-existence of underground utilities.

b. Wetland Plans

Also following incorporation of the DEPARTMENT'S comments on the Slope and Drain Submission, the CONSULTANT shall submit Wetland Impact plans showing permanent and temporary impacts for inclusion with the wetland permit applications. These areas shall be hatched or colored according to the

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DEPARTMENT'S standards. Accompanying these plans, the CONSULTANT shall provide a tabulated impact summary showing wetland identification numbers, areas of fill or dredged volumes in the temporary and permanent conditions for the construction contract.

c. Preliminary Plans Specification and Estimate (PPS&E)

The Preliminary PS&E submission shall consist of preliminary contract drawings, draft special provisions for items for which current specifications are not available from the DEPARTMENT, and a Preliminary PS&E estimate of quantities and costs. Quantity Summary sheets shall be submitted with major items complete and other items nearly complete. In developing the plans to the Preliminary PS&E stage, the DEPARTMENT will require an estimate of the quantities. Two bound copies of the quantity calculations shall be furnished with the estimate. The plans shall reflect all comments from the Slope and Drain submission and issues that appear during final design.

d. Plan, Specification and Estimate (PS&E)

Upon approval in writing by the DEPARTMENT of the Preliminary PS&E submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PS&E submission, construction plans, two bound copies of the revised quantities book, and a PS&E estimate of quantities. In addition, 2 bound copies of the design report, 2 updated copies of the drainage report, and final Special Provisions shall be submitted.

2. Final Submission Document Requirements

The CONSULTANT'S final submission shall include hard copy of plans, as well as electronic CAD/D files. The CAD/D files shall consist of the base plans with enhancements in MicroStation format, using DEPARTMENT naming conventions, line styles and character styles. The CAD/D files shall also contain a proposed 3D top line model, complete out to the slope limits. The horizontal, vertical, pavement layout, final slopes, ditches, BMP's and other project elements shall be complete and in a condition to allow for global positioning layout techniques and automated machine guidance.

The CONSULTANT shall provide electronic file copies of all plan sheets with State plane coordinates. The final electronic plan submittal shall also include one PDF per plan set for the project, and one PDF of each sheet; this is applicable to all plan sets provided (Construction, Wetlands, Erosion Control, etc.). All files shall be submitted in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. The electronic CAD/D files shall also include;

- Plotting references needed to re-produce project cut-sheets including sheet numbering (include final project .pcf file, pen-tables, etc.)
- Files used to number the project cut-sheets (project .pcf file, pen tables, etc.)

Any plans (e.g., quantity summary sheets), notes, or models produced from a spreadsheet or word processing, or other software (e.g., Excel, or Word, etc.) shall be submitted in ASCII file or a format suitable for incorporation into Microsoft Office or the current DEPARTMENT software. This shall include files developed by sub-consultants. These documents include:

- All project quantity summary sheets in original format (Excel)
- All sign text sheet information in original format (Excel)
- All quantity sheet information in original format (Excel)

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- All drainage note information in original format (Excel, Word, or .dgn)
- All design spreadsheets used to complete certain design elements in original format (Excel, Word, .dgn, etc.)
- All traffic analyses studies done during the project
- Any special quantity studies done during the project that could be useful in the future
- All Hydrocad Models in their original format (include index of models in the file)
- All Stormcad, Storm and Sanitary, HY8, Pond Pac, or Hydrain data in their original formats (include an index of the numbering sequence of tables)
- All watershed maps in their original format (GIS, .dgn, mapping software, etc.)

The CONSULTANT shall also be prepared to submit separate electronic files of all alignments, geodetic control, traverse data, raw survey files and adjustment reports, ROW bound locations, and other project features, as requested, in a format acceptable to the DEPARTMENT, throughout the design contract, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. The CONSULTANT shall also provide a hard copy of all proposed alignments (25-foot) minimum station interval and curve control points) with associated State plane coordinates (x, y, z).

3. 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").

N. SCOPE OF WORK (BID PHASE SUPPORT)

If needed, the CONSULTANT shall review and respond to inquiries related to bid documents.

O. SCOPE OF WORK (CONSTRUCTION PHASE SUPPORT)

The CONSULTANT shall assist the Department to provide direction to the Contractor regarding contract documents. The CONSULTANT shall conduct up to three field visits if necessary, for consultation with the Contractor.

P. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for all professional services rendered under this AGREEMENT is November 1, 2023.

The Final Design shall be complete by November 6, 2022. After this date only Construction services shall be permitted.

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 design and construction support services, and engineering rendered to the satisfaction of the DEPARTMENT under this AGREEMENT (except as otherwise herein provided) an amount equal to the sum of the following costs:

1. Actual salaries* approved by the DEPARTMENT paid 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. A list of those personnel working on the project with their classifications and current salary rates shall be submitted to the DEPARTMENT for approval. The rates of any additional personnel working on the project, if any, shall require written approval of the DEPARTMENT prior to working on the project. The CONSULTANT shall submit classifications and rates for any additional personnel a minimum of 14 days prior to using the additional personnel.

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

2. Costs which are directly applicable to the salaries, salary burden, and direct and indirect costs, including administration costs. These costs may be applied to only straight time salary extensions where overtime is employed. These amounts shall be based on actual costs to the CONSULTANT for such items during the period of the AGREEMENT and those allowable in accordance with the applicable cost principles contained in Federal Acquisition Regulations Subpart 31.2 and Subpart 31.105. Further, any overtime required for this project shall have the prior written approval of the DEPARTMENT.
3. A fixed fee amount as shown in Article II-A, Section B for profit and non-reimbursed costs.
4. Reimbursement for direct expenses, including work performed by other parties, such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part

ARTICLE II

301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in the following paragraph and in Article II-A, Section C.1. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

The total amount to be paid under Article II-A of this AGREEMENT shall not exceed \$252,747.02, the sum of the amounts shown in Article II-A, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of June 10, 2021, except by agreement of all parties made after supplemental negotiations. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

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

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

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

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

ARTICLE II

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the contract period and for three (3) years from the date of final voucher payment for examination by the STATE and copies thereof shall be furnished if requested.

B. SUMMARY OF FEES

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

- a. Actual CONSULTANT'S salaries*, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead, the sum of which is estimated at \$221,667.29 (including \$7,549.75 for Construction Phase Support). For billing purposes, salary burden and overhead costs are currently estimated at 161.69% of actual salaries.
- b. A fixed fee to cover profit and non-reimbursed costs at \$22,166.73 (including \$754.97 for Construction Support Services).
- c. Reimbursement for direct, out-of-pocket expenses estimated at \$8,913.00.

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

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

C. LIMITATION OF COSTS

1. Costs incurred against the Article II-A portion of this AGREEMENT shall not exceed \$252,747.02 unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the cost set forth under Article II-A, Section A, and the CONSULTANT agrees to use his best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II-A, Section A.
4. Change orders issued under this contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

ARTICLE II

D. PAYMENTS

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

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. Hearings, Etc.

No Hearings anticipated.

B. Contract Proposals

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

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. Standard Specifications

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

B. Review by STATE and FHWA - Conferences - Inspections

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 2 Bedford Farms Drive, Suite 200, Bedford, 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 partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply

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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 B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. Additional Services

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

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

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

F. Ownership of Plans

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

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G. Subletting

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on 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, 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 \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. 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. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. General Compliance with Laws, Etc.

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

I. Brokerage

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE IV

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, 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

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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.

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.

ARTICLE IV

M. Title VI (Nondiscrimination of Federally-Assisted Programs) Compliance

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

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

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- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

N. Disadvantaged Business Enterprise Policy 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

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its CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.

3. **Sanctions for Non-Compliance.** The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above, shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

O. Documentation

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

P. Clean Air and Water Acts

If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders, or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h)), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

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.

ATTACHMENT A

**SCOPE OF WORK
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
VANASSE HANGEN BRUSTLIN, INC.
AND
THE NH DEPARTMENT OF TRANSPORTATION**



**KEENE-SWANZEY 40100 PART B
VHB PROPOSAL NO. 84262.17
JUNE 15, 2021**

A. PROJECT UNDERSTANDING

Since the late 1990s, the New Hampshire Department of Transportation (NHDOT) has worked to improve the highway system in Keene and Swanzey through a series of projects related to the reconstruction of NH Routes 9, 10, 12, and 101. These improvements were initially studied in the 1999 Keene-Swanzey, 10309, Environmental Assessment (EA) and subsequent Record of Decision issued by the Federal Highway Administration (FHWA), which contemplated a substantial reconfiguration of these highways. The project has evolved with time, due to funding constraints, environmental concerns, and final design considerations. Thus far, NHDOT has completed a set of four projects, including:

- Contract 10309A – Base Hill Road Intersections with NH 9 and NH 10 (Completed 2007)
- Contract 10309H – NH 10/Winchester Street Roundabout (Completed 2008)
- Contract 10309O – West Street Improvements (Completed 2008)
- Contract 10309P – Multi-Use Trail over NH 12/101 (Completed 2017)

Although NHDOT had previously attempted to find a viable mitigation strategy, a project to fully offset these impacts has not been accepted by the resource agencies.

In 2019, NHDOT retained VHB to identify an appropriate floodplain mitigation site or sites, to work with the City, the resource agencies, and the public to gain acceptance of the mitigation plan, to develop a conceptual plan for the proposed action, and to complete the necessary NEPA environmental reviews. VHB issued a draft engineering report in October 2020 (Engineering Report) summarizing the design process and completed the NEPA Categorical Exclusion (CE) documentation in February 2021. This analysis identified a site known as "Site 9" within the existing NHDOT right-of-way as the Proposed Action for the compensatory floodplain storage location (See Figure 1). Site 9 is close to the Winchester Street Roundabout (Project 10309H), the largest source of floodplain fill to be compensated, and is located within the same hydraulic reach of the Ashuelot River and Ash Swamp Brook floodplains. The range of elevations where storage is provided is consistent with the fill to be compensated and has a direct hydraulic connection to the floodplain. The Site 9 conceptual plan provides the required volume of compensatory fill without significant impacts to jurisdictional wetlands or valuable forest ecosystems. The

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P 603.391.3900
F 603.518.7495



qualifications of individuals who will be involved in completing the acoustic survey. The survey, including deployment site selection, will be completed in accordance with the current US Fish and Wildlife Service (USFWS) Summer Survey guidelines (weather prescriptions, deployments, analysis, etc.). Upon approval of the survey plan, VHB will complete the survey, which is anticipated to require up to 2 trips to the project area for detector deployment and retrieval. Weather conditions will be monitored and recorded using the nearest National Oceanic and Atmospheric Administration (NOAA) weather station, or similar source of weather data, to ensure that appropriate weather conditions exist for at least four detector nights. All data collection and required fieldwork shall be completed between May 15 and August 15. VHB will process acoustic data using two auto-classification programs, at least one of which is on the USFWS approved list and at least one of which is a full-spectrum automated identification program. [Likely programs are BCID version 2.8b (approved) for auto identification and sonobat version 4.4.5 (full spectrum-not approved) for manual vetting.] For each detector site/night for which either auto-classification program reports an MLE of <0.05 for NLEB or any State listed species, VHB will complete a qualitative analysis for high frequency files. High frequency calls will be vetted until calls from the target species are identified. VHB will prepare an Acoustic Survey Report in accordance with the USFWS Survey Guidelines and will coordinate with NHDOT on review and approval of a draft report prior to submitting a final report. VHB will also provide the raw survey data on an external hard drive. If a qualitative analysis is required, the report will include a comparison of the results of each acoustic ID program by site and night and a detailed analysis of calls from any site/night where a program(s) considered for NLEB or any State listed species presence likely, including justification for rejecting any program results. VHB will also complete the USFWS reporting spreadsheet.

VHB will assist in consulting with the USFWS and the NH Fish and Game Department (NHF&G) on the results of the acoustic survey. This assistance includes the preparation/modification of any forms or visuals to be submitted to either the USFWS or NHF&G. VHB assumes that all requests/submittals and direct coordination with the USFWS will be handled by NHDOT.

Task 2: Final Design Submission Development

As part of the Engineering Report, VHB has developed conceptual design plans (dated November 2020) including field topographic survey, wetlands delineation, grading design, constructability review, and cost estimates. This effort advanced the project to 30% design and for purposes of the NHDOT submission process, will be considered the Preliminary submission.

Task 2.1 – Slope & Drain (60% Design)

VHB will prepare the Slope & Drain Plan Submission for review by NHDOT and the Technical Advisory Group (TAG) based on comments received from the Preliminary submission review (the Engineering Report associated conceptual design plans) and incorporating additional data collected under Task 1. The Slope and Drain submission will advance the design to approximately 60% completion.

VHB will complete the following tasks under the Slope & Drain Design phase:



Site Design – Provide design plans for grading and drainage, construction/materials, and project impacts. The Slope & Drain submission will finalize grading design, design erosion controls, refine environmental impacts, provide cut/fill quantities including 3-dimensional (3D) volume surface models, and confirm no utility conflicts. It is anticipated that the following sheets may be included in the development of the Slope & Drain submission (anticipate sheets).

1. Front Sheet (1)
2. General Notes/Index/Standard Symbols (1)
3. Details and Typical Sections (1)
4. Existing Conditions (1)
5. General Plan (1)
6. Planting Plan (1)
7. Environmental Impacts Plan (1)
8. Construction Phasing Plan (1)
9. Drainage and Utility Plan (1)
10. Cross sections of Compensatory Storage (4)

Drainage and Grading – Based on feedback from NHDOT and the project TAG, the 30% conceptual design incorporates a multi-habitat zone approach consisting of a large flood meadow habitat interspersed with scattered raised upland habitat “islands” and a meandering wetland habitat zone at lower elevations (the target habitat is seasonally saturated wet meadow or forested/scrub-shrub). The overall site is graded to drain to the connection point to the existing flood control ditch along the northern perimeter of the site. Site grading is guided by the following design requirements:

- Provide an increase of at least 19.9 acre-feet of flood storage over existing conditions.
- Provide at least one direct hydraulic connection to the existing floodplain (in this case, the flood control ditch along the northern perimeter of the site).
- Avoid flat and/or low areas where flood waters cannot drain out of the site; any such area cannot be counted in flood storage calculations.

The advanced design will finalize the grading to incorporate NHDOT and TAG feedback while meeting the project design requirements. This will include evaluation of modifying the size, location, and number of the connection point(s) to the existing flood control ditch(es).

Site Visit – VHB will conduct up to three (3) site visits to review the proposed layout, drainage conditions and other final design elements, assumed to be 3 people from VHB.

Geotechnical – VHB will review and incorporate additional geotechnical data collected under Task 1 and provide an appropriate design accordingly. This may include refinement of the elevations of wetland and flood meadow habitat zone elevations based on new groundwater data.





Task 6.3 – Resource Agency and Technical Advisory Group Meetings: It is anticipated that the project will require meetings at NHDOT's monthly Natural Resource Agency Coordination Meeting. Additionally, it is anticipated that the Technical Advisory Group will continue to have a role during final design. VHB will participate in up to four (4) agency coordination meetings to discuss the project plan, present and discuss the alternatives under evaluation, review conceptual designs and impact. Meetings are normally assumed to occur online or in Concord, but up to two field meetings may be held in Keene. VHB will prepare notes following the meetings. Additionally, this task includes email and telephone coordination with key agency representatives to coordinate during the design process.

Task 6.4 – Front Office Meetings: VHB will prepare for and attend up to two Front Office meetings at NHDOT offices. Anticipated topics will include a review of the initial site identification, the alternatives that were evaluated, anticipated engineering and construction schedules and soliciting information from NHDOT leaders. Presentation materials developed for resource agency and public informational meetings will be used. VHB will prepare the Front Office Project Information Sheet two weeks prior to the meetings.

Task 6.5 - Public Informational Meetings: VHB will participate in one Public Informational Meeting. Topics will include project objectives, overview of the purpose and need for the project, alternatives analysis, and a review of the project following the issuance of the final engineering report. Presentation materials will include PowerPoint presentations, an aerial plan of the project vicinity with primary features labeled, color maps of the alternatives and presentation of the final design. A summary with minutes will be prepared by VHB following the meeting.

Task 7: Project Administration

Task 7.1 - Internal Project Team Meetings: The VHB project team will meet regularly to review project status, issues, and schedule – including some brainstorming sessions. For budgeting purposes, we have assumed up to four (4) meetings over the course of the study.

Task 7.2 - Client Progress Reports: VHB will prepare monthly progress reports that will accompany all submitted invoices. The reports will summarize the progress by task. Work under this task will include coordination with sub-consultants, team product and schedule oversight and project cost control.

Task 7.3 - Project Management: Work effort under this task is not technical in nature but rather is limited to the Project Manager's oversight of the project. The overall oversight includes such tasks as ensuring the direction of the project complies with project scope, schedule, and fee commitments, coordination with NHDOT on addressing requests from outside groups and agencies and for addressing requests from NHDOT.



C. ASSUMPTIONS AND SERVICES NOT INCLUDED

This scope of work and the associated fee estimate is based on the following assumptions:

- A Life-Cycle Cost Analysis is not required for this project.
- Plans will be developed and submitted to NHDOT in MicroStation format.
- A Site Specific Soils Map will not be required since the project will not create significant impervious area.

VHB will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services under this Agreement. VHB will not perform independent reviews or checks of materials provided by others.

The following services are not included in this scope of work:

- Requests for information from NHDES, NHNHBB or other agencies that require additional analysis, mapping or documentation beyond that specified above.

If work is required in any of the above areas or areas not previously described, VHB will prepare a contract amendment, to provide a separate description of services, fee, and schedule required to complete the additional scope. It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will coordinate its efforts with those of other project team members, as required.

Attachment I

**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 _____, 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.

Vanasse Hangen Brustlin, Inc.
(Company)

By: Robin Bousa
Managing Director / Principal
(Title)

Date: 7/26/2021

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.

7/26/2021

(Date)

Robin Bousa

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Managing Director / Principal and duly-authorized representative of the firm of Vanasse Hangen Brustlin, 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.

7/26/2021

(Date)

Robin Bousa

(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):

July 27, 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: *J. Simon*

Dated: 7/26/2021

CONSULTANT

By: *Robin Bousa*
Managing Director / Principal
(TITLE)

Dated: 7/26/2021

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *Phyllis C. Jowelakas*

Dated: July 27, 2021

THE STATE OF NEW HAMPSHIRE

By: *P. H.*
Director of Project Development
for DOT COMMISSIONER

Dated: July 27, 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: 9/8/21

By: *Allen B. Greenstein*
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____
Secretary of State

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

KEENE-SWANZEY

X-A-0004(345)

40100

PART C – FINAL DESIGN

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 27, 2021, at which a quorum of the Board was present and voting.


VOTED:

That Robin Bousa who is a Principal for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Robin Bousa is a Principal for this Corporation.

ATTEST:

Date: 7/26/2021


Clerk

(Corporate Seal)



State of New Hampshire

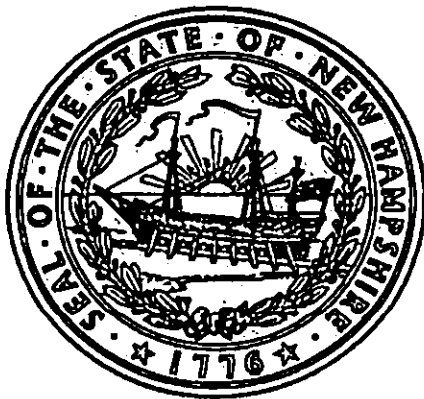
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN BRUSTLIN, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 11, 1986. 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: 104275

Certificate Number: 0005413065



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of July A.D. 2021.

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

William M. Gardner
Secretary of State



VANAS-1

OP ID: CI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2021

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

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

PRODUCER Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Christopher A. Poole	781-245-5400	CONTACT Christopher A. Poole	
		PHONE (A/C, No, Ext): 781-245-5400	FAX (A/C, No): 781-245-5463
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Fire Ins Co Hartford	NAIC # 20478
		INSURER B: Continental Insurance Company	35289
		INSURER C: Continental Casualty Company	20443
		INSURER D: XL Specialty Insurance Company	37885
		INSURER E:	
		INSURER F:	

INSURED
Vanasse Hagen Brustlin, Inc.
VHB Eng Surveying Landscape
Arch & Geology PC; VHB Eng NC PC
Vanasse Hagen Brustlin LLC, VHB Metro DC LLC
Brinkerhoff Env Services Inc.
Survey Eng Resources LLC
PO Box 9151, Watertown, MA 02471

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 INSR	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 <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Blanket Waiver GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6018141932 NO DEDUCTIBLE INCL XCU COVERAGE	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ValPapers \$ 1,500,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 1501873 MA SAFETY NOH	X	X	6018203376 COMP/COLL 1K	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PHYSICAL DAMAGE \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10000	X	X	6018203362 FOLLOWS FORM	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6017185236	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liab incl PollutionLiab			DPR9980564 FULL PRIOR ACTS	07/19/2021	07/19/2022	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

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

Project: Keene-Swanzey, X-A0004(345), 40100, Part C - Final Design
Professional Liability Deductible: \$75,000
See Attached

CERTIFICATE HOLDER

NHDOT-1

New Hampshire Department
of Transportation
John O. Morton Building
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

NOTEPAD:

HOLDER CODE NHDOT-1
INSURED'S NAME Vanasse Hangen Brustlin, Inc.

VANAS-1
OP ID: CL

PAGE 2
Date 07/27/2021

Project:Keene-Swansey, X-A0004(345), 40100, Part C - Final Design

New Hampshire Department of Transportation is included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Waiver of subrogation applies to indicated policies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.