



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Bridge Design
May 11, 2015

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into three individual Agreements with the firms of HRV Conformance Verification Associates, Inc., Moon Township, PA (vendor # 162982), for a total amount not to exceed \$550,000.00; TRC Engineers, Inc., Export, PA, (vendor # 174743) for a total amount not to exceed \$500,000.00; and TUV Rheinland Industrial Solutions, Inc., Caledonia, MI, (vendor # 222216) for a total amount not to exceed \$600,000.00 to provide on-call structural steel Quality Assurance Inspection services for the fabrication of bridges and structures, effective upon Governor and Council approval, through June 1, 2018, with the option to renew for one year subject to Governor and Council approval.

Funding is available as follows for FY 2015, and is contingent upon the availability and continued appropriation of funds in FY 2016, FY2017, and FY 2018:

Table with 5 columns: Line Item, FY 2015, FY2016, FY2017, FY2018. Row 1: 04-96-96-963515-3054 Consolidated Federal Aid. Row 2: 400-500870 Engineering Consultants Non-Benefit with values \$137,500, \$550,000, \$550,000, \$412,500.

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

EXPLANATION

The inspection of fabricated steel bridges is a specialized service essential to the Department's Bridge Construction program. The Department does not have this capability and, therefore, requires the services of consultants with this expertise and experience.

The consultants will furnish Quality Assurance Inspection services for structural steel fabrication for bridges and structures at shops located throughout the US necessary for the work, and inspection services at bridge sites in the State of NH. The work requiring inspection includes furnishing, fabricating, coating, and assembling structural steel bridge members and components, and transportation-related products.

The three proposed Agreements are each for a period of three years and for the maximum contract amounts of \$600,000, \$550,000, and \$500,000 to be awarded to the A-, B-, and C- low bidders, respectively.

The contract type of fee is a specific rate of pay at the bid hourly rate for each classification of employee directly engaged in the work. The Agreement is to be administered by the Bureau of Bridge Design. The Federal Highway Administration may participate in these costs depending upon the funding of individual projects undertaken.

The selection process is in accordance with the Department's "Selection Procedures for Prequalified Low-Bid Technical Service Statewide Contracts" dated February 26, 1998.

The selection process was initiated by a Solicitation of Interest posted on the Department's website and by notification to firms on file with the Department. Letters of Request for Qualification were sent September 18, 2014 to the following list of interested firms. A statement of Qualification was received from six firms. JTC John Turner Consulting declined to submit a Statement of Qualification.

An ad hoc committee from the Bureau of Bridge Design met for the purpose of prequalification and was comprised of the Administrator, the Chief of Existing Bridge Section, and the Project Engineer. The committee evaluated the qualification of each firm based upon the criteria of company size, capability, experience, geographical coverage, and personnel qualification. The prequalification evaluation form is attached. The Department prequalified six firms, listed below in **bold font**, and on October 14, 2014 extended Invitations to Bid.

<u>Firm</u>	<u>Office Location</u>
Bureau Veritas North America, Inc.	Pittsburgh, PA
HRV Conformance Verification Associates, Inc.	Moon Township, PA
JTC John Turner Consulting, Inc.	Dover, NH
KTA-Tator, Inc.	Pittsburgh, PA
Pennoni Associates, Inc.	King of Prussia, PA
TRC Engineers, Inc.	Export, PA
TUV Rheinland Industrial Solutions, Inc.	Caledonia, MI

The firms of TUV Rheinland Industrial Solutions, Inc., HRV Conformance Verification Associates, Inc., and TRC Engineers, Inc. were the A-, B-, C- low bidders and are recommended for these contracts. These firms have excellent reputations and have demonstrated their capability to perform the required services in similar contracts previously with the Department. Background information on these firms is attached.

These Agreements (Statewide 29153 Structural Steel On-Call QA Inspection Services) have been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed Agreements 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,


William Cass, P.E.
Assistant Commissioner

**New Hampshire Department of Transportation
 Contract for Statewide 29153 Prequalified, Low Bid, On-Call
 Structural Steel Inspection Services**

CONTRACTOR'S BID SCHEDULE

NOTE:

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

ITEM NOS.	APPROXIMATE QUANTITIES	ITEMS AND UNIT PRICES BID (dollars & cents, in words)	UNIT PRICES		AMOUNT	
			Dollars	Cents	Dollars	Cents
1	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 1 STRAIGHT TIME At <u>Sixty-two dollars</u> _____ Dollars per (unit)	\$62	00	\$142,600	00
2	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 1 OVER TIME At <u>Sixty-two dollars</u> _____ Dollars per (unit)	\$62	00	\$28,520	00
3	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 2 STRAIGHT TIME At <u>Sixty-three dollars and fifty-five cents</u> _____ Dollars per (unit)	\$63	55	\$146,165	00
4	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 2 OVER TIME At <u>Sixty-three dollars and fifty-five cents</u> _____ Dollars per (unit)	\$63	55	\$29,233	00

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

5	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 3 STRAIGHT TIME At <u>Sixty-five dollars and fourteen cents</u> Dollars per (unit)	\$65	14	\$149,822	00
6	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 3 OVER TIME At <u>Sixty-five dollars and fourteen cents</u> Dollars per (unit)	\$65	14	\$29,964	40
7	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 1 STRAIGHT TIME At <u>Seventy-three dollars</u> Dollars per (unit)	\$73	00	\$7,300	00
8	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 1 OVER TIME At <u>Seventy-three dollars</u> Dollars per (unit)	\$73	00	\$1,460	00
9	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 2 STRAIGHT TIME At <u>Seventy-four dollars and eighty-three cents</u> Dollars per (unit)	\$74	83	\$7,483	00
10	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 2 OVER TIME At <u>Seventy-four dollars and eighty-three cents</u> Dollars per (unit)	\$74	83	\$1,496	60

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

11	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 3 STRAIGHT TIME At <u>Seventy-six dollars and seventy cents</u> _____ Dollars per (unit)	\$76	70	\$7,670	00
12	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 3 OVER TIME At <u>Seventy-six dollars and seventy cents</u> _____ Dollars per (unit)	\$76	70	\$1,534	00
13	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 1 STRAIGHT TIME At <u>Sixty-nine dollars</u> _____ Dollars per (unit)	\$69	00	\$13,800	00
14	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 1 OVER TIME At <u>Sixty-nine dollars</u> _____ Dollars per (unit)	\$69	00	\$2,760	00
15	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 2 STRAIGHT TIME At <u>Seventy dollars and seventy-three cents</u> _____ Dollars per (unit)	\$70	73	\$14,146	00
16	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 2 OVER TIME At <u>Seventy dollars and seventy-three cents</u> _____ Dollars per (unit)	\$70	73	\$2,829	20

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

17	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 3 STRAIGHT TIME At <u>Seventy-two dollars and forty-nine cents</u> _____ Dollars per (unit)	\$72	49	\$14,498	00
18	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 3 OVER TIME At <u>Seventy-two dollars and forty-nine cents</u> _____ Dollars per (unit)	\$72	49	\$2,899	60
			GRAND TOTAL		\$604,180.80	

**New Hampshire Department of Transportation
 Contract for Statewide 29153 Prequalified, Low Bid, On-Call
 Structural Steel Inspection Services**

CONTRACTOR'S BID SCHEDULE

NOTE:

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

ITEM NOS.	APPROXIMATE QUANTITIES	ITEMS AND UNIT PRICES BID (dollars & cents, in words)	UNIT PRICES		AMOUNT	
			Dollars	Cents	Dollars	Cents
1	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 1 STRAIGHT TIME At <u>Sixty-Four Dollars and Thirty-Five Cents</u> Dollars per (unit)	64	35	148,005	00
2	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 1 OVER TIME At <u>Seventy-Seven Dollars and Twenty-Two Cents</u> Dollars per (unit)	77	22	35,521	20
3	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 2 STRAIGHT TIME At <u>Sixty-Five Dollars and Sixty-Four Cents</u> Dollars per (unit)	65	64	150,972	00
4	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 2 OVER TIME At <u>Seventy-Eight Dollars and Seventy-Six Cents</u> Dollars per (unit)	78	76	36,229	60

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

5	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 3 STRAIGHT TIME At <u>Sixty-Six Dollars and Ninety-Five Cents</u> Dollars per (unit)	66	95	153,985	00
6	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 3 OVER TIME At <u>Eighty Dollars and Thirty-Four Cents</u> Dollars per (unit)	80	34	36,956	40
7	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 1 STRAIGHT TIME At <u>Fifty-Two Dollars and Twenty-Five Cents</u> Dollars per (unit)	52	25	5,225	00
8	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 1 OVER TIME At <u>Sixty Dollars and Nine Cents</u> Dollars per (unit)	60	09	1,201	80
9	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 2 STRAIGHT TIME At <u>Fifty-Two Dollars and Twenty-Five Cents</u> Dollars per (unit)	52	25	5,225	00
10	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 2 OVER TIME At <u>Sixty Dollars and Nine Cents</u> Dollars per (unit)	60	09	1,201	80

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

11	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 3 STRAIGHT TIME At <u>Fifty-Two Dollars and Twenty-Five Cents</u> _____ Dollars per (unit)	52	25	5,225	00
12	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 3 OVER TIME At <u>Sixty Dollars and Nine Cents</u> _____ Dollars per (unit)	60	09	1,201	80
13	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 1 STRAIGHT TIME At <u>Sixty-Six Dollars and Eighty-Eight Cents</u> _____ Dollars per (unit)	66	88	13,376	00
14	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 1 OVER TIME At <u>Seventy-Six Dollars and Ninety-One Cents</u> _____ Dollars per (unit)	76	91	3,076	40
15	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 2 STRAIGHT TIME At <u>Sixty-Six Dollars and Eighty-Eight Cents</u> _____ Dollars per (unit)	66	88	13,376	00
16	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 2 OVER TIME At <u>Seventy-Six Dollars and Ninety-One Cents</u> _____ Dollars per (unit)	76	91	3,076	40

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

17	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 3 STRAIGHT TIME At <u>Sixty-Six Dollars and Eighty-Eight Cents</u> _____ Dollars per (unit)	66	88	13,376	00
18	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 3 OVER TIME At <u>Seventy-Six Dollars and Ninety-One Cents</u> _____ Dollars per (unit)	76	91	3,076	40
			GRAND TOTAL		630,306.80	

**New Hampshire Department of Transportation
 Contract for Statewide 29153 Prequalified, Low Bid, On-Call
 Structural Steel Inspection Services**

CONTRACTOR'S BID SCHEDULE

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			Dollars	Cents	Dollars	Cents
1	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 1 STRAIGHT TIME At <u>Fifty-Eight Dollars and Seventy-Five Cents</u> <hr/> Dollars per (unit)	\$58	.75	\$135,125	.00
2	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 1 OVER TIME At <u>Seventy Dollars and Fifty Cents</u> <hr/> Dollars per (unit)	\$70	.50	\$32,430	.00
3	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 2 STRAIGHT TIME At <u>Fifty-Eight Dollars and Seventy-Five Cents</u> <hr/> Dollars per (unit)	\$58	.75	\$135,125	.00
4	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 2 OVER TIME At <u>Seventy Dollars and Fifty Cents</u> <hr/> Dollars per (unit)	\$70	.50	\$32,430	.00

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

5	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 3 STRAIGHT TIME At <u>Fifty-Eight Dollars and Seventy-Five Cents</u> _____ Dollars per (unit)	\$58	.75	\$135,125	.00
6	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 3 OVER TIME At <u>Seventy Dollars and Fifty Cents</u> _____ Dollars per (unit)	\$70	.50	\$32,430	.00
7	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 1 STRAIGHT TIME At <u>Sixty Dollars and Fifty Cents</u> _____ Dollars per (unit)	\$60	.50	\$6,050	.00
8	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 1 OVER TIME At <u>Seventy-Two Dollars and Sixty Cents</u> _____ Dollars per (unit)	\$72	.60	\$1,452	.00
9	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 2 STRAIGHT TIME At <u>Sixty Dollars and Fifty Cents</u> _____ Dollars per (unit)	\$60	.50	\$6,050	.00
10	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 2 OVER TIME At <u>Seventy-Two Dollars and Sixty Cents</u> _____ Dollars per (unit)	\$72	.60	\$1,452	.00

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

TUV

11	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 3 STRAIGHT TIME At <u>Sixty Dollars and Fifty Cents</u> _____ Dollars per (unit)	\$60	.50	\$6,050	.00
12	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 3 OVER TIME At <u>Seventy-Two Dollars and Sixty Cents</u> _____ Dollars per (unit)	\$72	.60	\$1,452	.00
13	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 1 STRAIGHT TIME At <u>Sixty-Three and No Cents</u> _____ Dollars per (unit)	\$63	.00	\$12,600	.00
14	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 1 OVER TIME At <u>Seventy-Five and Sixty Cents</u> _____ Dollars per (unit)	\$75	.60	\$3,024	.00
15	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 2 STRAIGHT TIME At <u>Sixty-Three and No Cents</u> _____ Dollars per (unit)	\$63	.00	\$12,600	.00
16	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 2 OVER TIME At <u>Seventy-Five and Sixty Cents</u> _____ Dollars per (unit)	\$75	.60	\$3,024	.00

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

TUV

17	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 3 STRAIGHT TIME At <u>Sixty-Three and No Cents</u> Dollars per (unit)	\$63	.00	\$12,600	.00
18	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 3 OVER TIME At <u>Seventy-Five and Sixty Cents</u> Dollars per (unit)	\$75	.60	\$3,024	.00
			GRAND TOTAL		\$572,043.00	

TUV Rheinland Industrial Solutions Inc.

Michael A Forbes
 Signature Michael A. Forbes , DOT Service Line Manager

November 3, 2014
 Date

Subject: Statewide 29153 Structural Steel On-Call QA Inspection Services

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483	
1.3 Contractor Name HRV CONFORMANCE VERIFICATION ASSOCIATES, INC.		1.4 Contractor Address 420 Rouser Road Suite 400, Moon Township, PA 15108	
1.5 Contractor Phone Number 412 299 2000	1.6 Account Number See Exhibit B	1.7 Completion Date June 1, 2018	1.8 Price Limitation \$ 550,000.00
1.9 Contracting Officer for State Agency David J. Brillhart, Assistant Commissioner		1.10 State Agency Telephone Number 603-271-3734 Commissioner; 603-271-2731 Bridge Design	
1.11 Contractor Signature <i>H. Rachelle Stachel</i>		1.12 Name and Title of Contractor Signatory H. Rachelle Stachel PRESIDENT	
1.13 Acknowledgement: State of PENNSYLVANIA, County of ALLEGHENY On 02-25-2015, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Joan L. Oleka</i>		COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL JOAN L. OLEKA Notary Public ROBINSON TWP., ALLEGHENY COUNTY My Commission Expires Aug 13, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>William J. Cass</i>		1.15 Name and Title of State Agency Signatory <i>William J. Cass</i> William J. Cass, P.E. Director of Project Development	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: 4/7/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

Contractor Initials Yuo
Date 3/25/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A - SCOPE OF SERVICES

A. GENERAL DESCRIPTION

1. The scope of services for this AGREEMENT is for the Quality Assurance Inspection Firm, i.e. the CONTRACTOR, shall provide qualified Inspectors to perform quality assurance (QA) inspection for the fabrication and coating of structural steel bridge members, components, and ancillary products for bridge and highway contracts, and non-destructive testing services as required, during the period of this Agreement as required by the NHDOT Administrator, Bureau of Bridge Design.

B. CONTRACTOR MINIMUM QUALIFICATIONS

1. The firm shall employ a minimum of ten (10) Certified Welding Inspectors (CWI's) available to inspect at fabrication shops within the geographic regions described in paragraph 4. The firm shall demonstrate that ten CWI's have been on the firm's payroll during the previous twelve-month period.
2. The firm shall have a minimum of three (3) years continuous experience, during the period immediately preceding the request for qualification letter, furnishing inspection services for the construction of welded steel bridge structures and ancillary products fabricated in AISC certified shops and conforming to the *AASHTO/AWS D1.5, Bridge Welding Code*.
3. The firm shall have provided satisfactory inspection services to a minimum of two (2) State Departments of Transportation during the period and for the scope of work described in paragraph 2.
4. The firm shall have the capability, as a minimum, of providing CWI inspection services at all fabrication shops located in Regions 1, 2, and 3, including those facilities listed in Table 1.

Region:	1	New England States (CT, MA, ME, NH, RI, VT)
	2	Mid-Atlantic States (DE, MD, NJ, NY, PA)
	3	Central States (TX, and states bordering Mississippi R) and South Eastern States
	4	Western States

5. The firm shall furnish CWI Inspectors, who are inspecting painting and galvanizing in addition to steel fabrication, who have a satisfactory basic understanding of QA coating inspection skills, have at least one year of coatings inspection experience, and who have received a minimum of eight (8) hours basic training in coatings inspection fundamentals from a NACE Level 3 Certified Coatings Inspector with experience inspecting coating operations for new fabricated bridge products.
6. The firm shall furnish, when required, a Coatings Inspector with additional coatings inspection qualifications and experience (see section C.1.c). This inspector classification may be required for occasional projects, including large or complex bridges, thermal spray coatings (metallizing), duplex coating systems (e.g. galvanized-painted, galvanized-powder coated), or as directed by the Department.
7. The firm shall be able to furnish CWI field inspection services at bridges and job sites located throughout the State of New Hampshire.

8. The firm shall be able to furnish non-destructive testing (NDT) services with minimum Level II Operator qualification for magnetic particle testing (MT), dye penetrant testing (PT), or ultrasonic testing (UT), generally intended for field work at bridges and job sites located throughout the State of New Hampshire.

C. INSPECTOR CLASSIFICATIONS AND QUALIFICATIONS

1. Inspectors shall be qualified and have prior experience in the classification of work in which they are to perform and shall adequately and completely perform the requirements of the following Inspector classifications:

a. Certified Welding Inspector (CWI)

All QA Structural Steel Inspectors shall be an AWS Certified Welding Inspector (CWI) qualified and certified in accordance with the provisions of AWS QC1, unless otherwise authorized, with a minimum of two years experience inspecting bridge work conforming to AWS D1.5. A CWI working in the field shall have the same qualifications as for working in a shop. Work involving painting or galvanizing shall require a minimum of eight hours basic training in coating inspection fundamentals and one year work experience.

b. Non-Destructive Testing Operator (NDT)

NDT Operators shall be qualified and certified as Level 2 (minimum) for magnetic particle (MT), dye penetrant (PT), or ultrasonic testing (UT), and have a minimum of one year work experience in that discipline.

c. Coatings Inspector (NACE 2)

A Coatings Inspector shall have NACE Level 2 (minimum) certification, or approved equal, and have two years (minimum) experience inspecting the application of sophisticated high performance coatings to bridge members.

2. A CWI may be supported by an Assistant Welding Inspector, who is qualified by training and experience to perform specific inspection functions, working under the direct supervision of a CWI, if circumstances warrant it, and with prior approval by the DEPARTMENT.

D. CONTRACTOR DUTIES

1. The CONTRACTOR shall furnish the DEPARTMENT with a resume of qualification and experience for all inspection personnel to be engaged in inspection or testing work. Submit resume documentation a minimum of two weeks prior to the anticipated start date of work.
2. The CONTRACTOR shall ensure the competence of all inspection personnel engaged in the work and shall replace immediately any who are determined by the DEPARTMENT to be unqualified, incompetent, disorderly, intemperate, or otherwise to be performing their work in an unsatisfactory manner.
3. The CONTRACTOR shall furnish sufficient personnel within the provisions of this AGREEMENT to meet inspection needs.
4. The CONTRACTOR shall provide supervisory oversight to the Inspector, including frequent communication, technical support as needed, and periodic site visits to the shop.

5. The CONTRACTOR shall provide a copy of the applicable governing specifications, safety and personal protective equipment, and inspection instruments to the Inspector at the place of inspection, as needed.
6. The CONTRACTOR shall provide to the Inspector the means to communicate and send digital reports and images via broadband email connections to the Department, as necessary.

E. ASSIGNMENTS

1. The Administrator, Bureau of Bridge Design or the Administrator's authorized representative, shall notify the CONTRACTOR in writing of the authorization to proceed for each assignment and shall have the discretion to control the duration and termination of inspection and testing for the assignment. The CONTRACTOR agrees to complete all work as detailed on individual assignment letters issued by the DEPARTMENT.
2. The Inspector shall report to the Administrator or representative in the approval and conduct of inspection and testing services.
3. An Inspector, once approved by the DEPARTMENT and assigned to a specific project, shall remain on the project until it is finished, unless an alternate Inspector is approved by the DEPARTMENT upon proper notification from the CONTRACTOR.
4. The Administrator may require either full-time inspection (e.g. for primary bridge members), or part-time inspection (e.g. for ancillary products) on a case-by-case basis and at the discretion of the DEPARTMENT.
5. The Administrator may request the CONTRACTOR to perform testing and inspection services on a job-by-job basis at field locations at existing bridges and structures located throughout the State of New Hampshire, as required and as directed by the DEPARTMENT. Field inspection responsibilities shall be the same or comparable to work in a shop.
6. The Administrator shall approve the CONTRACTOR'S proposed staffing of individual Inspectors required to cover the work, considering the shop, the volume and nature of the work, any considerations involving the use of an Assistant Welding Inspector, and variations in the Fabricator's hours, shifts, and production schedule.

F. INSPECTOR DUTIES

1. The CWI shall perform all inspection responsibilities in conformance to the Contract, Governing Specifications, Special Provisions, and approved Shop Drawings for each project.
2. The Inspector shall be familiar with the Contract Documents and Governing Specifications and have them readily available at the fabrication and inspection site.
3. The Inspector shall know how to use inspection equipment and shall have them available as necessary to properly perform inspection responsibilities.
4. The Inspector shall know how to use and have available safety and personal protective equipment as required by OSHA, the Fabrication shop, Governing Specifications, or the Industry.
5. THE INSPECTOR SHALL NOT PERFORM ANY WORK ON ANY ITEM IN THE PROJECT FOR THE FABRICATOR, MILL, GENERAL CONTRACTOR, OR COATING

MANUFACTURER. ANY INFRINGEMENT OF THIS CLAUSE SHALL BE SUFFICIENT CAUSE FOR THE STATE TO NULLIFY THE CONTRACT.

6. The CWI Inspector shall use, but not be limited by, the following guide list of duties:
 - a) The Inspector shall provide in-shop inspection during procedures that are considered most important, including welding, air-arc gouging, heat curving, nondestructive testing, etc. Office work, record keeping, and report preparation should be considered secondary to the inspection of in-shop fabrication.
 - b) The Inspector shall verify that materials used in the work meet the requirements of the Contract Documents by means of material inspection, material identification, and examination of laboratory test results for chemical analysis and mechanical properties (i.e. Certified Mill Test Reports).
 - c) The Inspector shall examine the welding equipment for conformance to the Specifications and Approved Welding Procedures, including the welding machines and filler metal storage ovens.
 - d) The Inspector shall verify the qualification of all welders and NDT Operators engaged on the project and shall observe the technique and performance of each for conformance to the Specifications.
 - e) The Inspector shall examine the work to make certain that preparation, fit up, and welding are in conformance with the Specifications, including edge preparation, dimensions, cleanliness, joint configuration, preheat, welding, back gouging, weld bead appearance, grinding, etc.
 - f) The Inspector shall visually inspect 100% of all welds, using suitable gauges for weld size and contour, and a strong light, magnifier, or other devices as may be helpful for detecting cracks, discontinuities, and defects.
 - g) The Inspector shall witness nondestructive testing of welds and materials as may be required by the contract documents and governing specifications.
 - h) The Inspector shall inspect other fabrication procedures, including heat curving, cambering, field splice alignment, drilling, punching, reaming, control of distortion, assembly, match marking, storage, handling, and transportation.
 - i) The Coatings Inspector shall inspect coating operations, including cleaning, surface preparation, paint application, and galvanizing.
 - j) The Inspector shall document non-conforming and rejectable members due to material defects, workmanship deficiencies, dimensions out of tolerance, damage due to rough handling or accidents, weld defects, etc. The record shall include approved repair procedures or corrective measures taken and evidence of re-inspection and the final disposition of the structural member.
 - k) The Inspector shall be aware of additional restrictions, conditions and inspections required for a Fracture Critical Member when specified by the Contract Documents.

- l) The Inspector does not have control over, nor charge of, and accepts no responsibility for the means, methods, techniques, sequences and procedures, safety precautions and programs, or implementation of corrective actions in connection with the work, recognizing that the Contractor remains solely responsible to supervise, direct, and control all aspects of the work.
 - m) The Inspector is not required to monitor Contractor worker-safety compliance during the project. The contract specifications require the Contractor to furnish OSHA-compliant safe access to the work, to which the Inspector will confirm the suitability of such access to work areas necessary to safely perform the Inspector's work.
7. The QA Inspector shall follow approved governing specifications and procedures to inspect painting, duplex coatings (e.g. galvanizing-powder coat), and metallizing. The inspection of TSC (metallizing) shall conform to AWS CS 23.0, including hold point inspection of surface preparation, TSC application, sealer application, and witnessing QC activities (e.g. coupon bending, adhesion testing of companion plates, etc.)

G. GOVERNING SPECIFICATIONS

- 1. The Inspector's duties and scope of work shall be performed in accordance with the latest edition of the following specifications, except as may be otherwise stated in the Contract documents, in this AGREEMENT, or as directed:
 - a) *NH Standard Specifications for Road and Bridge Construction;*
 - b) *AASHTO/AWS D1.5, Bridge Welding Code, and all Interim Revisions;*
 - c) *AWS D1.1, Structural Welding Code;*
 - d) *AASHTO LRFD Bridge Construction Specifications, Section 11 and applicable sections.*
 - e) *AASHTO Standard Specifications for Movable Highway Bridges;*
 - f) *Joint Standard SSPC CS 23.0 / AWS C2.23 / NACE No. 12, Specification for the Application of Thermal Spray Coatings (Metallizing) of Aluminum, Zinc, and Their Alloys and Composites for the Corrosion Protection of Steel, July 2003.*

H. SUBMISSION OF REPORTS

- 1. The Inspector shall maintain separate and distinct reports for each bridge and project, and submit a written report to the DEPARTMENT describing the work performed on a project during a reporting week (Sunday through Saturday). A separate report shall be made for each bridge that is fabricated and shall include the following:
 - a. front sheet with project identification, summary list of members, and estimated percentage of completion;
 - b. daily narrative briefly describing the work performed;
 - c. fabrication worksheet listing the major structural members and the date each fabrication process is completed;
 - d. time sheet listing hours worked for each project;
 - e. document records, such as mill test reports, certificates of compliance, NDT reports, camber reports, dimension records, product data sheets, etc.

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2. The Inspector shall submit two typed* copies (i.e. the original and one copy) of the report to the DEPARTMENT within three weeks of the report date.
3. All reports shall properly identify the project by City/Town and State project number (minimum information), bridge number, and bridge location, as shown in the example below.

<u>Example:</u>	<u>Bridge 1</u>	<u>Bridge 2</u>
City or Town	LINCOLN	LINCOLN
State Project No:	P-2371-H	P-2371-H
Bridge Number	194/093	196/092
Bridge Location	I-93 NB over Hanson Brook	I-93 SB over Harvard Brook

*Only the front cover sheet and daily narrative are required to be typed.

4. The Inspector shall deliver all radiographic films to the DEPARTMENT at the office of the Administrator, NHDOT Bureau of Bridge Design, 7 Hazen Drive, Concord, NH 03301.

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Region **	STATE	TABLE 1											
		PARTIAL LIST OF SHOPS FURNISHING FABRICATED STEEL PRODUCTS TO NHDOT During period 2012-2014 (*During period 2004-2011)											
		Welded Gdtrs	Rolled bms	Bridge Rail	Exp Jts.	Overhead sign	Bearings	Pedestrian br.	Vehicle truss	Grid Decking	Foundation piles	Metallizing	Special work
1		NEW ENGLAND REGION											
1	CT	Highway Safety Corp., Glastonbury			x								
1	MA	Duncan Galvanizing, Everett											x
1	MA	*Cianbro Precise Fabricators, Georgetown	x	x									x
1	MA	*Mill Valley Splicing, Belchertown											x
1	MA	*New England Bridge Products, Lynn			x								
1	MA	V&S Galvanizing, Taunton											x
1	ME	ARC Enterprises, Kingfield				x							
1	ME	Casco Bay Steel, Saco & South Portland	x	x	x	x							
1	ME	*Cianbro Fabrication Corp, Pittsfield											x
1	ME	Newport Industrial Fabricators, Newport										x	x
1	NH	Canam Structural Bridge LLC, Claremont	x	x					x			x	
1	NH	Merrimack Sheet Metal, Concord			x	x							x
1	VT	DMS Machining & Fabrication, Barre											x

2		MID-ATLANTIC REGION											
2	DE	*Sigma Industries, Selbyville					x						
2	MD	Canam Steel Corp, Point of Rocks		x									
2	NJ	American Galvanizing Co., Folsom											x
2	NJ	*Amscot Structural Products, Dover						x					
2	NY	National Bridge Co., Buffalo						x					
2	NY	Niagara Bridge & Rail, Sanborn						x					
2	NY	Nuttall Gear, Niagara Falls											x
2	NY	Unadilla Laminated Products, Unadilla											x
2	NY	R. J. Watson, Amherst						x					
2	NY	Watson-Bowman-Acme, Amherst						x					
2	PA	*Griener Industries, Mt. Joy						x					
2	PA	*High Steel Structures, Lancaster	x	x				x					x
2	PA	*High Steel Structures, Williamsport	x	x				x					x
2	PA	*LB Foster, Bedford					x	x		x	x		
2	PA	Regal Industries, Donora										x	
2	PA	*Shane Felter Industries, Uniontown		x									
2	PA	SKF USA, Inc., Lansdale											
2	PA	*Skyline Steel, Camp Hill									x		
2	PA	*Steel Management Systems, Nazareth									x		

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Region **	STATE	TABLE 1 PARTIAL LIST OF SHOPS FURNISHING FABRICATED STEEL PRODUCTS TO NHDOT During period 2012-2014 (*During period 2004-2011)									
		Welded Gdrs	Rolled bms	Bridge Rail	Exp Jts.	Overhead sign	Bearings	Pedestrian br.	Vehicle truss	Grid Decking	Foundation piles

3		CENTRAL & SOUTH EASTERN STATES REGION												
3	AL	*Contech (Steadfast Bridges), Fort Payne								x				
3	AL	*Favor Steel, Bessemer										x		
3	AL	Hardie-Tynes Co, Inc., Birmingham												x
3	AL	Walpar Inc., Birmingham						x						
3	IL	Scot Forge, Spring Grove												
3	OH	D.S. Brown, North Baltimore							x					
3	OH	*Dyson Corp, Painesville												x
3	OH	Trinity Industries, Girard			x									
3	OH	Union Metal Corp, Canton						x						
3	OH	US Bridge Corp, Cambridge									x			
3	MI	Composite Forging, Ltd, Detroit												
3	MN	*Contech (Continental Bridge), Alexandria								x				
3	MN	*Wheeler Lumber LLC, Minneapolis								x				
3	MO	Brookfield Fabricating, Brookfield						x						
3	MO	Trinity Products, St. Charles										x		
3	MO	Wire Co World Group, St. Joseph												x
3	NC	*Hirschfeld Industries, Colfax, Nash Co	x											
3	TX	Dynamic Rubber (Cosmec), Athens							x					
3	TX	*Houston Structures, Houston												x
3	TX	Seismic Energy Products, Athens							x					
3	VA	*Hirschfeld Industries (Abington), Bristol	x											

- **Region: 1 New England States (CT, MA, ME, NH, RI, VT)
 2 Mid-Atlantic States (DE, MD, NJ, NY, PA)
 3 Central States (TX, and states bordering Mississippi R) and South Eastern States
 4 Western States

EXHIBIT B - CONTRACT PRICE

1.6 Funding for this contract is from monies allocated to specific transportation projects.

5.5 The work required under the terms of this AGREEMENT shall be paid in accordance with the following schedule and stipulations:

5.6 The total cost of all work, expenses and profit under this AGREEMENT shall not exceed the amount shown in the Agreement (Form P-37) Block 1.8.

5.7 The total hourly wage rates tabulated in the Bid Schedule shall include all direct labor costs, overhead and burden (i.e. fringe benefits, payroll taxes, overhead), profit, and direct expenses (mileage, lodging, meals). The Bid Schedule lists straight time and overtime hourly wage rates for each employee classification for each of three years beginning on the effective date of the contract and shall be used in billing for all work done under this AGREEMENT.

Example of Contractor's Bid Schedule:

	TABLE 2- Rate Schedule	Year 1	Year 1	Year 2	Year 2	Year 3	Year 3
	Inspector Classification	Straight time	Over time	Straight time	Over time	Straight time	Over time
1	Certified Welding Inspector in shop or field (CWI)	<i>item 1</i>	<i>item 2</i>	<i>item 3</i>	<i>item 4</i>	<i>item 5</i>	<i>item 6</i>
2	NDT Level 2 Operator (MT, PT, UT) in the field (NDT)	<i>item 7</i>	<i>item 8</i>	<i>item 9</i>	<i>item 10</i>	<i>item 11</i>	<i>item 12</i>
3	Coatings Inspector shop coating inspection (NACE 2)	<i>item 13</i>	<i>item 14</i>	<i>item 15</i>	<i>item 16</i>	<i>item 17</i>	<i>item 18</i>

5.8 The inspector classifications are defined as:

- (1) Certified Welding Inspector (CWI) with two years prior steel fabrication inspection experience for work in fabrication shops and at NH field bridge site(s). Inspection of painting and galvanizing requires a minimum 8 hours basic training and one year experience. See C.1a.
- (2) Non-Destructive Testing (NDT) Operator Level 2 for magnetic particle testing (MT), dye penetrant testing (PT), or ultrasonic testing (UT) at NH field bridge sites, plus one year experience in the NDT discipline. See C.1b.
- (3) Coatings Inspector (NACE Level 2) for the application of coatings in the shop having two years prior coatings inspection experience for bridges. See C.1c.

5.9 The basis of payment shall be the bid rate per inspector per hour which shall be straight time for a 40-hour work week and overtime for over 40 hours per week for work on NHDOT projects.

5.10 An Inspector shall be paid the straight hourly rate for daily commuting travel time by private automobile from the closer of home or office to the worksite, or between jobsites, for time exceeding 1/2 hour each way. The distance and time shall be determined by the routing determination of currently available map and route navigation software (e.g. Google®, MapQuest®, Garmin®, TomTom®, etc.)

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5.11 The total hourly rate of pay for an Assistant Welding Inspector shall be 80% of the in-shop Certified Welding Inspector (CWI).

5.12 An Inspector shall not work more than ten hours per day on any inspection assignment at a shop or jobsite without proper approval of the DEPARTMENT. The paid overlap time between two shifts shall not exceed one hour.

5.13 Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely-itemized, project-by-project bill submitted on a monthly basis by the CONTRACTOR listing hourly charges per Inspector per day during the billing period and identified by project name and state project number.

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

EXHIBIT C - SPECIAL PROVISIONS

This contract shall be administered in accordance with the applicable sections of Division 100 of the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction. In particular, but not limited to, Bidding Requirements and Conditions, Award and Execution of Contract, Scope of Work, Legal Relations and Responsibility to Public (except Insurance Requirements), Prosecution and Progress, and Measurement and Payment.

3.3 The DEPARTMENT reserves the right to renew the AGREEMENT for a period up to one (1) year, subject to the renegotiation of the funding and with the concurrence of the CONTRACTOR.

6.4 In accordance with EXECUTIVE ORDER 11246, the New Hampshire Department of Transportation 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 CONTRACTOR should contact them regarding related compliance issues.

10.1 However, for 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 CONTRACTOR, of a satisfactory nature in accordance with this AGREEMENT, which are of use to the DEPARTMENT, the CONTRACTOR shall be entitled to a credit determined solely by the Department, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

12. Modify the second sentence to read as follows: None of the Services shall be subcontracted by the Contractor without the prior written consent of the N. H. Department of Transportation.

12.1 All subcontracts shall be in writing. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

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

14.1.4 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 \$ 500,000.00 combined single limit; and

14.1.5 Professional liability (errors and omissions) insurance coverage of not less than \$ 1,500,000.00 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$ 75,000.00 ; and

14.1.6 Workers' compensation and employer's liability insurance as required by law.

14.3 Amend the fourth sentence of 14.3 to read:

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.

14.4 The CONTRACTOR 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.

25. **STANDARD SPECIFICATIONS.** The CONTRACTOR agrees to follow the provisions of the professional codes or standards applicable to the services to be performed under this AGREEMENT.

26. **REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS.**

26.1 It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation (if utilized on a Federally funded project), at such reasonable time or times as the STATE or Federal Highway Administration deems appropriate.

26.2 The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is as shown in the Agreement (Form P-37) Block 1.4 or as follows.

26.3 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.

27. **REVISIONS TO REPORTS, PLANS OR DOCUMENTS.**

27.1 The CONTRACTOR 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 CONTRACTOR, without undue delays and without additional cost to the DEPARTMENT.

28. **DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS.**

28.1 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 (if utilized on a Federally funded project).

28.2 Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONTRACTORS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONTRACTORS 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 CONTRACTORS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of agreements financed in whole or in part with Federal funds.

28.3 Sanctions for Non-Compliance. The CONTRACTOR is hereby advised that failure of the CONTRACTOR, or any Subcontractor 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.

29. **DOCUMENTATION.** The CONTRACTOR shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration (if utilized on a Federally funded project). This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives required by this AGREEMENT.

30. **CLEAN AIR AND WATER ACTS.** If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONTRACTOR or subcontractor 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 CONTRACTOR or subcontractor shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

**New Hampshire Department of Transportation
 Contract for Statewide 29153 Prequalified, Low Bid, On-Call
 Structural Steel Inspection Services**

CONTRACTOR'S BID SCHEDULE

NOTE:

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

ITEM NOS.	APPROXIMATE QUANTITIES	ITEMS AND UNIT PRICES BID (dollars & cents, in words)	UNIT PRICES		AMOUNT	
			Dollars	Cents	Dollars	Cents
1	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 1 STRAIGHT TIME At <u>Sixty-two dollars</u> _____ Dollars per (unit)	\$62	00	\$142,600	00
2	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 1 OVER TIME At <u>Sixty-two dollars</u> _____ Dollars per (unit)	\$62	00	\$28,520	00
3	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 2 STRAIGHT TIME At <u>Sixty-three dollars and fifty-five cents</u> _____ Dollars per (unit)	\$63	55	\$146,165	00
4	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 2 OVER TIME At <u>Sixty-three dollars and fifty-five cents</u> _____ Dollars per (unit)	\$63	55	\$29,233	00

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

5	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 3 STRAIGHT TIME At <u>Sixty-five dollars and fourteen cents</u> Dollars per (unit)	\$65	14	\$149,822	00
6	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 3 OVER TIME At <u>Sixty-five dollars and fourteen cents</u> Dollars per (unit)	\$65	14	\$29,964	40
7	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 1 STRAIGHT TIME At <u>Seventy-three dollars</u> Dollars per (unit)	\$73	00	\$7,300	00
8	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 1 OVER TIME At <u>Seventy-three dollars</u> Dollars per (unit)	\$73	00	\$1,460	00
9	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 2 STRAIGHT TIME At <u>Seventy-four dollars and eighty-three cents</u> Dollars per (unit)	\$74	83	\$7,483	00
10	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 2 OVER TIME At <u>Seventy-four dollars and eighty-three cents</u> Dollars per (unit)	\$74	83	\$1,496	60

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

11	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 3 STRAIGHT TIME At <u>Seventy-six dollars and seventy cents</u> _____ Dollars per (unit)	\$76	70	\$7,670	00
12	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 3 OVER TIME At <u>Seventy-six dollars and seventy cents</u> _____ Dollars per (unit)	\$76	70	\$1,534	00
13	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 1 STRAIGHT TIME At <u>Sixty-nine dollars</u> _____ Dollars per (unit)	\$69	00	\$13,800	00
14	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 1 OVER TIME At <u>Sixty-nine dollars</u> _____ Dollars per (unit)	\$69	00	\$2,760	00
15	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 2 STRAIGHT TIME At <u>Seventy dollars and seventy-three cents</u> _____ Dollars per (unit)	\$70	73	\$14,146	00
16	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 2 OVER TIME At <u>Seventy dollars and seventy-three cents</u> _____ Dollars per (unit)	\$70	73	\$2,829	20

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

17	200 hours (for 1-year)	<p>NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 3 STRAIGHT TIME</p> <p>At <u>Seventy-two dollars and forty-nine cents</u></p> <p>_____ Dollars per (unit)</p>	\$72	49	\$14,498	00
18	40 hours (for 1-year)	<p>NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 3 OVER TIME</p> <p>At <u>Seventy-two dollars and forty-nine cents</u></p> <p>_____ Dollars per (unit)</p>	\$72	49	\$2,899	60
			GRAND TOTAL		\$604,180.80	

HRV Conformance Verification Associates, Inc.

Certificate of Vote

RE: Statewide 29153 Structural Steel Inspection 2015-2018

I, H. Rochelle Stachel, owning 100% of all shares, hereby certify that I am duly elected (President, Secretary and Sole Director) of HRV Conformance Verification Associates, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on (May 31, 2003) at which a quorum of the Board was present and voting.

VOTED:

The following individual was elected as sole director of the Corporation, to hold office until the first election of directors by the shareholders or until her successors are duly elected and qualified.

H. Rochelle Stachel is authorized to sign contract: Statewide 29153 Structural Steel Inspection 2015-2018 on behalf of HRV Conformance Verification Associates, Inc.

List of Directors:

Rochelle Stachel

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of (February 25, 2015), and that (H. Rochelle Stachel) is the duly elected (President and Sole Director), respectively, of this corporation.

Attest:

Date: February 25, 2015



President / Sole Director
H. Rochelle Stachel
(CORPORATE SEAL)

Attachments: Statement of Incorporation of HRV

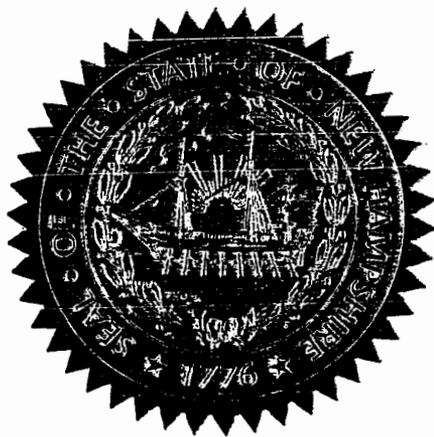
Unanimous Written Consent of the BOD

State of New Hampshire
Department of State

APR 13 2015

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HRV Conformance Verification Associates, Inc. a(n) Pennsylvania corporation, is authorized to transact business in New Hampshire and qualified on January 18, 2008. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2015

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

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

PRODUCER Ifft and Palmer Associates 625 Stanwix Street Suite 2104 Pittsburgh PA 15222-1427	CONTACT NAME: Rena Ward PHONE (A/C No. Ext): (412) 471-0500 E-MAIL ADDRESS: rena@ifftpalmer.com	FAX (A/C No.): (412) 471-6990
	INSURER(S) AFFORDING COVERAGE	
INSURED HRV Conformance Verification Associates, Inc. 420 Rouser Road Suite 400 Moon Township PA 15108	INSURER A: Hartford Fire Insurance Compan	NAIC # 19682
	INSURER B: Hartford Casualty Ins Company	NAIC # 29424
	INSURER C: Rated by Multiple Companies	NAIC # 00914
	INSURER D: Alterra Excess & Surplus	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL14121902912 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	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	40UUNJR8517	1/1/2015	1/1/2016	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	40UUNJR8517	1/1/2015	1/1/2016	PROPERTY DAMAGE (Per accident) \$
							UNDERINSURED MOTORISTS \$ 1,000,000
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>	40XHUJR7809	1/1/2015	1/1/2016	AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A	40WEIQ4837	1/1/2015	1/1/2016	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			Umbrella Follows Form			E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			MAX7PL0001604	1/1/2015	1/1/2016	Each Claim: Incl Claim Expense \$5,000,000
	Deductible, Each Claim			\$50,000			Aggregate \$5,000,000

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

RE: Structural Steel Inspection Services 29153

The contractor agrees to defend, indemnify & hold harmless the STATE & all of its officers, agents & employees from & against any & all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONTRACTOR or its subcontractors in the performance of professional services covered by this AGREEMENT #29153. Certificate Holder is included as Additional Insured on the general liability, auto liability, and excess liability policies for liability arising out of the operations of HRV CONFORMANCE VERIFICATION ASSOCIATES, INC. A Waiver of Subrogation applies in

CERTIFICATE HOLDER**CANCELLATION**

The State of New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive PO Box 483 Concord, NH 03302-0483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Rena Ward/WARD <i>Rena H. Ward</i>

COMMENTS/REMARKS

favor of the Certificate Holder. 30 Day Notice of Cancellation applies to all except non payment of premium.

Subject: Statewide 29153 Structural Steel On-Call QA Inspection Services

FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH DEPARTMENT OF TRANSPORTATION</u>		1.2 State Agency Address <u>PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483</u>	
1.3 Contractor Name <u>TRC ENGINEERS, INC.</u>		1.4 Contractor Address <u>1036 Corporate Dr, Murray Corporate Pk, Export, PA 15632</u>	
1.5 Contractor Phone Number <u>724-325-7483</u>	1.6 Account Number <u>See Exhibit B</u>	1.7 Completion Date <u>June 1, 2018</u>	1.8 Price Limitation <u>\$ 500,000.00</u>
1.9 Contracting Officer for State Agency <u>David J. Brillhart, Assistant Commissioner</u>		1.10 State Agency Telephone Number <u>603-271-3734 Commissioner; 603-271-2731 Bridge Design</u>	
1.11 Contractor Signature <u>[Signature]</u>		1.12 Name and Title of Contractor Signatory <u>Scott T Gallaher, Principal</u>	
1.13 Acknowledgement: State of <u>Pennsylvania</u> County of <u>Westmoreland</u> On <u>3/11/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged the execution of this Agreement in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>[Signature]</u> [Seal]		<p style="text-align: center;">Notarial Seal</p> <p style="text-align: center;">Lisa M. Mc Andrew, Notary Public Murrysville Boro, Westmoreland County My Commission Expires May 27, 2016 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES</p>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Lisa M McAndrew</u>			
1.14 State Agency Signature <u>[Signature]</u>		1.15 Name and Title of State Agency Signatory <u>William J. Cass, P.E. Director of Project Development NHDOT</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>4/7/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A - SCOPE OF SERVICES

A. GENERAL DESCRIPTION

1. The scope of services for this AGREEMENT is for the Quality Assurance Inspection Firm, i.e. the CONTRACTOR, shall provide qualified Inspectors to perform quality assurance (QA) inspection for the fabrication and coating of structural steel bridge members, components, and ancillary products for bridge and highway contracts, and non-destructive testing services as required, during the period of this Agreement as required by the NHDOT Administrator, Bureau of Bridge Design.

B. CONTRACTOR MINIMUM QUALIFICATIONS

1. The firm shall employ a minimum of ten (10) Certified Welding Inspectors (CWI's) available to inspect at fabrication shops within the geographic regions described in paragraph 4. The firm shall demonstrate that ten CWI's have been on the firm's payroll during the previous twelve-month period.
2. The firm shall have a minimum of three (3) years continuous experience, during the period immediately preceding the request for qualification letter, furnishing inspection services for the construction of welded steel bridge structures and ancillary products fabricated in AISC certified shops and conforming to the *AASHTO/AWS D1.5, Bridge Welding Code*.
3. The firm shall have provided satisfactory inspection services to a minimum of two (2) State Departments of Transportation during the period and for the scope of work described in paragraph 2.
4. The firm shall have the capability, as a minimum, of providing CWI inspection services at all fabrication shops located in Regions 1, 2, and 3, including those facilities listed in Table 1.

Region: 1 New England States (CT, MA, ME, NH, RI, VT)
2 Mid-Atlantic States (DE, MD, NJ, NY, PA)
3 Central States (TX, and states bordering Mississippi R) and South Eastern States
4 Western States

5. The firm shall furnish CWI Inspectors, who are inspecting painting and galvanizing in addition to steel fabrication, who have a satisfactory basic understanding of QA coating inspection skills, have at least one year of coatings inspection experience, and who have received a minimum of eight (8) hours basic training in coatings inspection fundamentals from a NACE Level 3 Certified Coatings Inspector with experience inspecting coating operations for new fabricated bridge products.
6. The firm shall furnish, when required, a Coatings Inspector with additional coatings inspection qualifications and experience (see section C.1.c). This inspector classification may be required for occasional projects, including large or complex bridges, thermal spray coatings (metallizing), duplex coating systems (e.g. galvanized-painted, galvanized-powder coated), or as directed by the Department.
7. The firm shall be able to furnish CWI field inspection services at bridges and job sites located throughout the State of New Hampshire.

8. The firm shall be able to furnish non-destructive testing (NDT) services with minimum Level II Operator qualification for magnetic particle testing (MT), dye penetrant testing (PT), or ultrasonic testing (UT), generally intended for field work at bridges and job sites located throughout the State of New Hampshire.

C. INSPECTOR CLASSIFICATIONS AND QUALIFICATIONS

1. Inspectors shall be qualified and have prior experience in the classification of work in which they are to perform and shall adequately and completely perform the requirements of the following Inspector classifications:

a. Certified Welding Inspector (CWI)

All QA Structural Steel Inspectors shall be an AWS Certified Welding Inspector (CWI) qualified and certified in accordance with the provisions of AWS QC1, unless otherwise authorized, with a minimum of two years experience inspecting bridge work conforming to AWS D1.5. A CWI working in the field shall have the same qualifications as for working in a shop. Work involving painting or galvanizing shall require a minimum of eight hours basic training in coating inspection fundamentals and one year work experience.

b. Non-Destructive Testing Operator (NDT)

NDT Operators shall be qualified and certified as Level 2 (minimum) for magnetic particle (MT), dye penetrant (PT), or ultrasonic testing (UT), and have a minimum of one year work experience in that discipline.

c. Coatings Inspector (NACE 2)

A Coatings Inspector shall have NACE Level 2 (minimum) certification, or approved equal, and have two years (minimum) experience inspecting the application of sophisticated high performance coatings to bridge members.

2. A CWI may be supported by an Assistant Welding Inspector, who is qualified by training and experience to perform specific inspection functions, working under the direct supervision of a CWI, if circumstances warrant it, and with prior approval by the DEPARTMENT.

D. CONTRACTOR DUTIES

1. The CONTRACTOR shall furnish the DEPARTMENT with a resume of qualification and experience for all inspection personnel to be engaged in inspection or testing work. Submit resume documentation a minimum of two weeks prior to the anticipated start date of work.
2. The CONTRACTOR shall ensure the competence of all inspection personnel engaged in the work and shall replace immediately any who are determined by the DEPARTMENT to be unqualified, incompetent, disorderly, intemperate, or otherwise to be performing their work in an unsatisfactory manner.
3. The CONTRACTOR shall furnish sufficient personnel within the provisions of this AGREEMENT to meet inspection needs.
4. The CONTRACTOR shall provide supervisory oversight to the Inspector, including frequent communication, technical support as needed, and periodic site visits to the shop.

5. The CONTRACTOR shall provide a copy of the applicable governing specifications, safety and personal protective equipment, and inspection instruments to the Inspector at the place of inspection, as needed.
6. The CONTRACTOR shall provide to the Inspector the means to communicate and send digital reports and images via broadband email connections to the Department, as necessary.

E. ASSIGNMENTS

1. The Administrator, Bureau of Bridge Design or the Administrator's authorized representative, shall notify the CONTRACTOR in writing of the authorization to proceed for each assignment and shall have the discretion to control the duration and termination of inspection and testing for the assignment. The CONTRACTOR agrees to complete all work as detailed on individual assignment letters issued by the DEPARTMENT.
2. The Inspector shall report to the Administrator or representative in the approval and conduct of inspection and testing services.
3. An Inspector, once approved by the DEPARTMENT and assigned to a specific project, shall remain on the project until it is finished, unless an alternate Inspector is approved by the DEPARTMENT upon proper notification from the CONTRACTOR.
4. The Administrator may require either full-time inspection (e.g. for primary bridge members), or part-time inspection (e.g. for ancillary products) on a case-by-case basis and at the discretion of the DEPARTMENT.
5. The Administrator may request the CONTRACTOR to perform testing and inspection services on a job-by-job basis at field locations at existing bridges and structures located throughout the State of New Hampshire, as required and as directed by the DEPARTMENT. Field inspection responsibilities shall be the same or comparable to work in a shop.
6. The Administrator shall approve the CONTRACTOR'S proposed staffing of individual Inspectors required to cover the work, considering the shop, the volume and nature of the work, any considerations involving the use of an Assistant Welding Inspector, and variations in the Fabricator's hours, shifts, and production schedule.

F. INSPECTOR DUTIES

1. The CWI shall perform all inspection responsibilities in conformance to the Contract, Governing Specifications, Special Provisions, and approved Shop Drawings for each project.
2. The Inspector shall be familiar with the Contract Documents and Governing Specifications and have them readily available at the fabrication and inspection site.
3. The Inspector shall know how to use inspection equipment and shall have them available as necessary to properly perform inspection responsibilities.
4. The Inspector shall know how to use and have available safety and personal protective equipment as required by OSHA, the Fabrication shop, Governing Specifications, or the Industry.
5. THE INSPECTOR SHALL NOT PERFORM ANY WORK ON ANY ITEM IN THE PROJECT FOR THE FABRICATOR, MILL, GENERAL CONTRACTOR, OR COATING

MANUFACTURER. ANY INFRINGEMENT OF THIS CLAUSE SHALL BE SUFFICIENT CAUSE FOR THE STATE TO NULLIFY THE CONTRACT.

6. The CWI Inspector shall use, but not be limited by, the following guide list of duties:
 - a) The Inspector shall provide in-shop inspection during procedures that are considered most important, including welding, air-arc gouging, heat curving, nondestructive testing, etc. Office work, record keeping, and report preparation should be considered secondary to the inspection of in-shop fabrication.
 - b) The Inspector shall verify that materials used in the work meet the requirements of the Contract Documents by means of material inspection, material identification, and examination of laboratory test results for chemical analysis and mechanical properties (i.e. Certified Mill Test Reports).
 - c) The Inspector shall examine the welding equipment for conformance to the Specifications and Approved Welding Procedures, including the welding machines and filler metal storage ovens.
 - d) The Inspector shall verify the qualification of all welders and NDT Operators engaged on the project and shall observe the technique and performance of each for conformance to the Specifications.
 - e) The Inspector shall examine the work to make certain that preparation, fit up, and welding are in conformance with the Specifications, including edge preparation, dimensions, cleanliness, joint configuration, preheat, welding, back gouging, weld bead appearance, grinding, etc.
 - f) The Inspector shall visually inspect 100% of all welds, using suitable gauges for weld size and contour, and a strong light, magnifier, or other devices as may be helpful for detecting cracks, discontinuities, and defects.
 - g) The Inspector shall witness nondestructive testing of welds and materials as may be required by the contract documents and governing specifications.
 - h) The Inspector shall inspect other fabrication procedures, including heat curving, cambering, field splice alignment, drilling, punching, reaming, control of distortion, assembly, match marking, storage, handling, and transportation.
 - i) The Coatings Inspector shall inspect coating operations, including cleaning, surface preparation, paint application, and galvanizing.
 - j) The Inspector shall document non-conforming and rejectable members due to material defects, workmanship deficiencies, dimensions out of tolerance, damage due to rough handling or accidents, weld defects, etc. The record shall include approved repair procedures or corrective measures taken and evidence of re-inspection and the final disposition of the structural member.
 - k) The Inspector shall be aware of additional restrictions, conditions and inspections required for a Fracture Critical Member when specified by the Contract Documents.

- l) The Inspector does not have control over, nor charge of, and accepts no responsibility for the means, methods, techniques, sequences and procedures, safety precautions and programs, or implementation of corrective actions in connection with the work, recognizing that the Contractor remains solely responsible to supervise, direct, and control all aspects of the work.
 - m) The Inspector is not required to monitor Contractor worker-safety compliance during the project. The contract specifications require the Contractor to furnish OSHA-compliant safe access to the work, to which the Inspector will confirm the suitability of such access to work areas necessary to safely perform the Inspector's work.
7. The QA Inspector shall follow approved governing specifications and procedures to inspect painting, duplex coatings (e.g. galvanizing-powder coat), and metallizing. The inspection of TSC (metallizing) shall conform to AWS CS 23.0, including hold point inspection of surface preparation, TSC application, sealer application, and witnessing QC activities (e.g. coupon bending, adhesion testing of companion plates, etc.)

G. GOVERNING SPECIFICATIONS

1. The Inspector's duties and scope of work shall be performed in accordance with the latest edition of the following specifications, except as may be otherwise stated in the Contract documents, in this AGREEMENT, or as directed:
 - a) *NH Standard Specifications for Road and Bridge Construction;*
 - b) *AASHTO/AWS D1.5, Bridge Welding Code, and all Interim Revisions;*
 - c) *AWS D1.1, Structural Welding Code;*
 - d) *AASHTO LRFD Bridge Construction Specifications, Section 11 and applicable sections.*
 - e) *AASHTO Standard Specifications for Movable Highway Bridges;*
 - f) *Joint Standard SSPC CS 23.0 / AWS C2.23 / NACE No. 12, Specification for the Application of Thermal Spray Coatings (Metallizing) of Aluminum, Zinc, and Their Alloys and Composites for the Corrosion Protection of Steel, July 2003.*

H. SUBMISSION OF REPORTS

1. The Inspector shall maintain separate and distinct reports for each bridge and project, and submit a written report to the DEPARTMENT describing the work performed on a project during a reporting week (Sunday through Saturday). A separate report shall be made for each bridge that is fabricated and shall include the following:
 - a. front sheet with project identification, summary list of members, and estimated percentage of completion;
 - b. daily narrative briefly describing the work performed;
 - c. fabrication worksheet listing the major structural members and the date each fabrication process is completed;
 - d. time sheet listing hours worked for each project;
 - e. document records, such as mill test reports, certificates of compliance, NDT reports, camber reports, dimension records, product data sheets, etc.

2. The Inspector shall submit two typed* copies (i.e. the original and one copy) of the report to the DEPARTMENT within three weeks of the report date.
3. All reports shall properly identify the project by City/Town and State project number (minimum information), bridge number, and bridge location, as shown in the example below.

<u>Example:</u>	<u>Bridge 1</u>	<u>Bridge 2</u>
City or Town	LINCOLN	LINCOLN
State Project No:	P-2371-H	P-2371-H
Bridge Number	194/093	196/092
Bridge Location	I-93 NB over Hanson Brook	I-93 SB over Harvard Brook

*Only the front cover sheet and daily narrative are required to be typed.

4. The Inspector shall deliver all radiographic films to the DEPARTMENT at the office of the Administrator, NHDOT Bureau of Bridge Design, 7 Hazen Drive, Concord, NH 03301.

Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services
 3/19/04, 11/28/07, 05/25/11, 2/29/2012, 9/17/14

Region **	STATE	TABLE 1 PARTIAL LIST OF SHOPS FURNISHING FABRICATED STEEL PRODUCTS TO NHDOT During period 2012-2014 (*During period 2004-2011)												
		Welded Gdrs	Rolled bms	Bridge Rail	Exp Jts.	Overhead sign	Bearings	Pedestrian br.	Vehicle truss	Grid Decking	Foundation piles	Metallizing	Special work	
1		NEW ENGLAND REGION												
1	CT	Highway Safety Corp., Glastonbury			x									
1	MA	Duncan Galvanizing, Everett											x	
1	MA	*Cianbro Precise Fabricators, Georgetown	x	x									x	
1	MA	*Mill Valley Splicing, Belchertown											x	
1	MA	*New England Bridge Products, Lynn			x									
1	MA	V&S Galvanizing, Taunton											x	
1	ME	ARC Enterprises, Kingfield				x								
1	ME	Casco Bay Steel, Saco & South Portland	x	x	x	x								
1	ME	*Cianbro Fabrication Corp, Pittsfield											x	
1	ME	Newport Industrial Fabricators, Newport										x	x	
1	NH	Canam Structal Bridge LLC, Claremont	x	x						x		x		
1	NH	Merrimack Sheet Metal, Concord			x	x							x	
1	VT	DMS Machining & Fabrication, Barre											x	

2		MID-ATLANTIC REGION												
2	DE	*Sigma Industries, Selbyville					x							
2	MD	Canam Steel Corp, Point of Rocks		x										
2	NJ	American Galvanizing Co., Folsom											x	
2	NJ	*Amscot Structural Products, Dover							x					
2	NY	National Bridge Co., Buffalo							x					
2	NY	Niagara Bridge & Rail, Sanborn							x					
2	NY	Nuttall Gear, Niagara Falls											x	
2	NY	Unadilla Laminated Products, Unadilla											x	
2	NY	R. J. Watson, Amherst							x					
2	NY	Watson-Bowman-Acme, Amherst							x					
2	PA	*Griener Industries, Mt. Joy							x					
2	PA	*High Steel Structures, Lancaster	x	x					x				x	
2	PA	*High Steel Structures, Williamsport	x	x					x				x	
2	PA	*LB Foster, Bedford					x	x		x	x			
2	PA	Regal Industries, Donora										x		
2	PA	*Shane Felter Industries, Uniontown		x										
2	PA	SKF USA, Inc., Lansdale												
2	PA	*Skyline Steel, Camp Hill										x		
2	PA	*Steel Management Systems, Nazareth										x		

Region **	STATE	TABLE 1 PARTIAL LIST OF SHOPS FURNISHING FABRICATED STEEL PRODUCTS TO NHDOT During period 2012-2014 (*During period 2004-2011)										
		Welded Gdtrs	Rolled bms	Bridge Rail	Exp Jts.	Overhead sign	Bearings	Pedestrian br.	Vehicle truss	Grid Decking	Foundation piles	Metallizing

3		CENTRAL & SOUTH EASTERN STATES REGION												
3	AL	*Contech (Steadfast Bridges), Fort Payne							x					
3	AL	*Favor Steel, Bessemer									x			
3	AL	Hardie-Tynes Co, Inc., Birmingham												x
3	AL	Walpar Inc., Birmingham					x							
3	IL	Scot Forge, Spring Grove												
3	OH	D.S. Brown, North Baltimore							x					
3	OH	*Dyson Corp, Painesville												x
3	OH	Trinity Industries, Girard			x									
3	OH	Union Metal Corp, Canton					x							
3	OH	US Bridge Corp, Cambridge									x			
3	MI	Composite Forging, Ltd, Detroit												
3	MN	*Contech (Continental Bridge), Alexandria									x			
3	MN	*Wheeler Lumber LLC, Minneapolis									x			
3	MO	Brookfield Fabricating, Brookfield					x							
3	MO	Trinity Products, St. Charles										x		
3	MO	Wire Co World Group, St. Joseph												x
3	NC	*Hirschfeld Industries, Colfax, Nash Co	x											
3	TX	Dynamic Rubber (Cosmec), Athens							x					
3	TX	*Houston Structures, Houston												x
3	TX	Seismic Energy Products, Athens							x					
3	VA	*Hirschfeld Industries (Abington), Bristol	x											

- **Region: 1 New England States (CT, MA, ME, NH, RI, VT)
 2 Mid-Atlantic States (DE, MD, NJ, NY, PA)
 3 Central States (TX, and states bordering Mississippi R) and South Eastern States
 4 Western States

EXHIBIT B - CONTRACT PRICE

1.6 Funding for this contract is from monies allocated to specific transportation projects.

5.5 The work required under the terms of this AGREEMENT shall be paid in accordance with the following schedule and stipulations:

5.6 The total cost of all work, expenses and profit under this AGREEMENT shall not exceed the amount shown in the Agreement (Form P-37) Block 1.8.

5.7 The total hourly wage rates tabulated in the Bid Schedule shall include all direct labor costs, overhead and burden (i.e. fringe benefits, payroll taxes, overhead), profit, and direct expenses (mileage, lodging, meals). The Bid Schedule lists straight time and overtime hourly wage rates for each employee classification for each of three years beginning on the effective date of the contract and shall be used in billing for all work done under this AGREEMENT.

Example of Contractor's Bid Schedule:

TABLE 2- Rate Schedule		Year 1	Year 1	Year 2	Year 2	Year 3	Year 3
	Inspector Classification	Straight time	Over time	Straight time	Over time	Straight time	Over time
1	Certified Welding Inspector in shop or field (CWI)	<i>item 1</i>	<i>item 2</i>	<i>item 3</i>	<i>item 4</i>	<i>item 5</i>	<i>item 6</i>
2	NDT Level 2 Operator (MT, PT, UT) in the field (NDT)	<i>item 7</i>	<i>item 8</i>	<i>item 9</i>	<i>item 10</i>	<i>item 11</i>	<i>item 12</i>
3	Coatings Inspector shop coating inspection (NACE 2)	<i>item 13</i>	<i>item 14</i>	<i>item 15</i>	<i>item 16</i>	<i>item 17</i>	<i>item 18</i>

5.8 The inspector classifications are defined as:

- (1) Certified Welding Inspector (CWI) with two years prior steel fabrication inspection experience for work in fabrication shops and at NH field bridge site(s). Inspection of painting and galvanizing requires a minimum 8 hours basic training and one year experience. See C.1a.
- (2) Non-Destructive Testing (NDT) Operator Level 2 for magnetic particle testing (MT), dye penetrant testing (PT), or ultrasonic testing (UT) at NH field bridge sites, plus one year experience in the NDT discipline. See C.1b.
- (3) Coatings Inspector (NACE Level 2) for the application of coatings in the shop having two years prior coatings inspection experience for bridges. See C.1c.

5.9 The basis of payment shall be the bid rate per inspector per hour which shall be straight time for a 40-hour work week and overtime for over 40 hours per week for work on NHDOT projects.

5.10 An Inspector shall be paid the straight hourly rate for daily commuting travel time by private automobile from the closer of home or office to the worksite, or between jobsites, for time exceeding 1/2 hour each way. The distance and time shall be determined by the routing determination of currently available map and route navigation software (e.g. Google®, MapQuest®, Garmin®, TomTom®, etc.)

5.11 The total hourly rate of pay for an Assistant Welding Inspector shall be 80% of the in-shop Certified Welding Inspector (CWI).

5.12 An Inspector shall not work more than ten hours per day on any inspection assignment at a shop or jobsite without proper approval of the DEPARTMENT. The paid overlap time between two shifts shall not exceed one hour.

5.13 Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely-itemized, project-by-project bill submitted on a monthly basis by the CONTRACTOR listing hourly charges per Inspector per day during the billing period and identified by project name and state project number.

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

EXHIBIT C - SPECIAL PROVISIONS

This contract shall be administered in accordance with the applicable sections of Division 100 of the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction. In particular, but not limited to, Bidding Requirements and Conditions, Award and Execution of Contract, Scope of Work, Legal Relations and Responsibility to Public (except Insurance Requirements), Prosecution and Progress, and Measurement and Payment.

3.3 The DEPARTMENT reserves the right to renew the AGREEMENT for a period up to one (1) year, subject to the renegotiation of the funding and with the concurrence of the CONTRACTOR.

6.4 In accordance with EXECUTIVE ORDER 11246, the New Hampshire Department of Transportation 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 CONTRACTOR should contact them regarding related compliance issues.

10.1 However, for 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 CONTRACTOR, of a satisfactory nature in accordance with this AGREEMENT, which are of use to the DEPARTMENT, the CONTRACTOR shall be entitled to a credit determined solely by the Department, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

12. Modify the second sentence to read as follows: None of the Services shall be subcontracted by the Contractor without the prior written consent of the N. H. Department of Transportation.

12.1 All subcontracts shall be in writing. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

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

14.1.4 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 \$ 500,000.00 combined single limit; and

14.1.5 Professional liability (errors and omissions) insurance coverage of not less than \$ 1,500,000.00 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$ 75,000.00 ; and

14.1.6 Workers' compensation and employer's liability insurance as required by law.

14.3 Amend the fourth sentence of 14.3 to read:

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.

14.4 The CONTRACTOR 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.

25. **STANDARD SPECIFICATIONS.** The CONTRACTOR agrees to follow the provisions of the professional codes or standards applicable to the services to be performed under this AGREEMENT.

26. **REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS.**

26.1 It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation (if utilized on a Federally funded project), at such reasonable time or times as the STATE or Federal Highway Administration deems appropriate.

26.2 The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is as shown in the Agreement (Form P-37) Block 1.4 or as follows.

26.3 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.

27. **REVISIONS TO REPORTS, PLANS OR DOCUMENTS.**

27.1 The CONTRACTOR 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 CONTRACTOR, without undue delays and without additional cost to the DEPARTMENT.

28. **DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS.**

28.1 **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 (if utilized on a Federally funded project).

28.2 **Disadvantaged Business Enterprise (DBE) Obligation.** The STATE and its CONTRACTORS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONTRACTORS 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 CONTRACTORS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of agreements financed in whole or in part with Federal funds.

28.3 **Sanctions for Non-Compliance.** The CONTRACTOR is hereby advised that failure of the CONTRACTOR, or any Subcontractor 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.

29. **DOCUMENTATION.** The CONTRACTOR shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration (if utilized on a Federally funded project). This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives required by this AGREEMENT.

30. **CLEAN AIR AND WATER ACTS.** If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONTRACTOR or subcontractor 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 CONTRACTOR or subcontractor shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

**New Hampshire Department of Transportation
 Contract for Statewide 29153 Prequalified, Low Bid, On-Call
 Structural Steel Inspection Services**

CONTRACTOR'S BID SCHEDULE

NOTE:

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

ITEM NOS.	APPROXIMATE QUANTITIES	ITEMS AND UNIT PRICES BID (dollars & cents, in words)	UNIT PRICES		AMOUNT	
			Dollars	Cents	Dollars	Cents
1	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 1 STRAIGHT TIME At <u>Sixty-Four Dollars and Thirty-Five Cents</u> Dollars per (unit)	64	35	148,005	00
2	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 1 OVER TIME At <u>Seventy-Seven Dollars and Twenty-Two Cents</u> Dollars per (unit)	77	22	35,521	20
3	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 2 STRAIGHT TIME At <u>Sixty-Five Dollars and Sixty-Four Cents</u> Dollars per (unit)	65	64	150,972	00
4	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 2 OVER TIME At <u>Seventy-Eight Dollars and Seventy-Six Cents</u> Dollars per (unit)	78	76	36,229	60

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

5	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 3 STRAIGHT TIME At <u>Sixty-Six Dollars and Ninety-Five Cents</u> Dollars per (unit)	66	95	153,985	00
6	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 3 OVER TIME At <u>Eighty Dollars and Thirty-Four Cents</u> Dollars per (unit)	80	34	36,956	40
7	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 1 STRAIGHT TIME At <u>Fifty-Two Dollars and Twenty-Five Cents</u> Dollars per (unit)	52	25	5,225	00
8	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 1 OVER TIME At <u>Sixty Dollars and Nine Cents</u> Dollars per (unit)	60	09	1,201	80
9	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 2 STRAIGHT TIME At <u>Fifty-Two Dollars and Twenty-Five Cents</u> Dollars per (unit)	52	25	5,225	00
10	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 2 OVER TIME At <u>Sixty Dollars and Nine Cents</u> Dollars per (unit)	60	09	1,201	80

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

11	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 3 STRAIGHT TIME At <u>Fifty-Two Dollars and Twenty-Five Cents</u> _____ Dollars per (unit)	52	25	5,225	00
12	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 3 OVER TIME At <u>Sixty Dollars and Nine Cents</u> _____ Dollars per (unit)	60	09	1,201	80
13	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 1 STRAIGHT TIME At <u>Sixty-Six Dollars and Eighty-Eight Cents</u> _____ Dollars per (unit)	66	88	13,376	00
14	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 1 OVER TIME At <u>Seventy-Six Dollars and Ninety-One Cents</u> _____ Dollars per (unit)	76	91	3,076	40
15	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 2 STRAIGHT TIME At <u>Sixty-Six Dollars and Eighty-Eight Cents</u> _____ Dollars per (unit)	66	88	13,376	00
16	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 2 OVER TIME At <u>Seventy-Six Dollars and Ninety-One Cents</u> _____ Dollars per (unit)	76	91	3,076	40

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

17	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 3 STRAIGHT TIME At <u>Sixty-Six Dollars and Eighty-Eight Cents</u> _____ Dollars per (unit)	66	88	13,376	00
18	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 3 OVER TIME At <u>Seventy-Six Dollars and Ninety-One Cents</u> _____ Dollars per (unit)	76	91	3,076	40
			GRAND TOTAL		630,306.80	

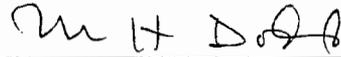
TRC ENVIRONMENTAL CORPORATION

CERTIFICATE OF AUTHORITY

I, Martin H. Dodd, Director, Sr. Vice President and Secretary of TRC Environmental Corporation, a corporation organized and existing under the laws of the State of Connecticut (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on February 17, 2015, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

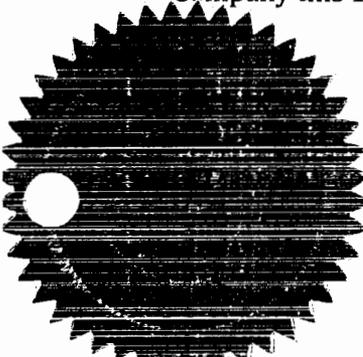
RESOLVED: That Scott T. Gallaher, Principal of TRC Environmental Corporation is hereby empowered and authorized to execute and deliver on behalf of the Company any and all Contracts, Amendments to Contracts, Affidavits, Agreements, or Obligations pertaining to the Statewide 16241 Structural Steel Project for the New Hampshire Department of Transportation.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this 11th day of March, 2015.



Martin H. Dodd
Director, Sr. Vice President and Secretary

(Corporate Seal)



NOTARIAL CERTIFICATE

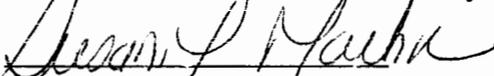
State of Connecticut

ss. Windsor

County of Hartford

On this the 11th day of March, 2015, before me, Susan M. Martin, the undersigned officer, personally appeared, Martin H. Dodd who acknowledged himself to be the Director, Sr. Vice President and Secretary of TRC Environmental Corporation, a corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors and that he as such Director, Sr. Vice President and Secretary, being duly authorized to do so, executed the foregoing instrument for the purposes therein, by signing the name of the corporation by himself as Director, Sr. Vice President and Secretary.

In witness whereof, I hereunto set my hand.



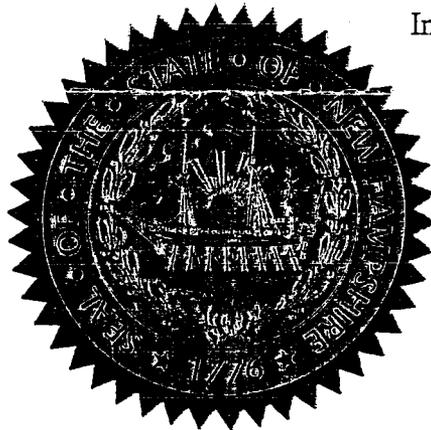
Susan M. Martin

Susan M Martin
Notary Public-Connecticut
My Commission Expires
August 31, 2016

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 TRC ENVIRONMENTAL CORPORATION a(n) Connecticut corporation, is authorized to transact business in New Hampshire and qualified on July 25, 1983. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2015

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

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

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta, GA 30350 Matias Ormaza	1-770-552-4225	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: jerry.noyola@greyling.com	FAX (A/C, No): 866-550-4082
INSURED TRC Engineers, Inc. TRC Companies, Inc. 1036 Corporate Drive Export, PA 15632		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich American Insurance Company	
		INSURER B: American Guarantee & Liability Insurance	
		INSURER C: American Zurich Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 43343571

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL05472507-02	07/01/14	07/01/15	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 5472506-02	07/01/14	07/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC-6547767-05	07/01/14	07/01/15	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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	WC5472508-02	07/01/14	07/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Including Pollution Liability			EOC 5472532-02	07/01/14	07/01/15	Per Claim 5,000,000 Aggregate 5,000,000

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

Re: Structural Steel Inspection Services 29153
Professional Liability Deductible: \$75,000.

CERTIFICATE HOLDER

CANCELLATION

The State of New Hampshire
Department of Transportation

P.O. Box 483
7 Hazen Drive
Concord, NH 03302-0483

USA

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)
JNoyola
43343571

The ACORD name and logo are registered marks of ACORD

Subject: Statewide 29153 Structural Steel On-Call QA Inspection Services

FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

Form with fields for State Agency Name, Contractor Name, Address, Phone, Completion Date, Price Limitation, Signatures, and Acknowledgements.

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A - SCOPE OF SERVICES

A. GENERAL DESCRIPTION

1. The scope of services for this AGREEMENT is for the Quality Assurance Inspection Firm, i.e. the CONTRACTOR, shall provide qualified Inspectors to perform quality assurance (QA) inspection for the fabrication and coating of structural steel bridge members, components, and ancillary products for bridge and highway contracts, and non-destructive testing services as required, during the period of this Agreement as required by the NHDOT Administrator, Bureau of Bridge Design.

B. CONTRACTOR MINIMUM QUALIFICATIONS

1. The firm shall employ a minimum of ten (10) Certified Welding Inspectors (CWI's) available to inspect at fabrication shops within the geographic regions described in paragraph 4. The firm shall demonstrate that ten CWI's have been on the firm's payroll during the previous twelve-month period.
2. The firm shall have a minimum of three (3) years continuous experience, during the period immediately preceding the request for qualification letter, furnishing inspection services for the construction of welded steel bridge structures and ancillary products fabricated in AISC certified shops and conforming to the *AASHTO/AWS D1.5, Bridge Welding Code*.
3. The firm shall have provided satisfactory inspection services to a minimum of two (2) State Departments of Transportation during the period and for the scope of work described in paragraph 2.
4. The firm shall have the capability, as a minimum, of providing CWI inspection services at all fabrication shops located in Regions 1, 2, and 3, including those facilities listed in Table 1.

Region: 1 New England States (CT, MA, ME, NH, RI, VT)
2 Mid-Atlantic States (DE, MD, NJ, NY, PA)
3 Central States (TX, and states bordering Mississippi R) and South Eastern States
4 Western States

5. The firm shall furnish CWI Inspectors, who are inspecting painting and galvanizing in addition to steel fabrication, who have a satisfactory basic understanding of QA coating inspection skills, have at least one year of coatings inspection experience, and who have received a minimum of eight (8) hours basic training in coatings inspection fundamentals from a NACE Level 3 Certified Coatings Inspector with experience inspecting coating operations for new fabricated bridge products.
6. The firm shall furnish, when required, a Coatings Inspector with additional coatings inspection qualifications and experience (see section C.1.c). This inspector classification may be required for occasional projects, including large or complex bridges, thermal spray coatings (metallizing), duplex coating systems (e.g. galvanized-painted, galvanized-powder coated), or as directed by the Department.
7. The firm shall be able to furnish CWI field inspection services at bridges and job sites located throughout the State of New Hampshire.

8. The firm shall be able to furnish non-destructive testing (NDT) services with minimum Level II Operator qualification for magnetic particle testing (MT), dye penetrant testing (PT), or ultrasonic testing (UT), generally intended for field work at bridges and job sites located throughout the State of New Hampshire.

C. INSPECTOR CLASSIFICATIONS AND QUALIFICATIONS

1. Inspectors shall be qualified and have prior experience in the classification of work in which they are to perform and shall adequately and completely perform the requirements of the following Inspector classifications:

a. Certified Welding Inspector (CWI)

All QA Structural Steel Inspectors shall be an AWS Certified Welding Inspector (CWI) qualified and certified in accordance with the provisions of AWS QC1, unless otherwise authorized, with a minimum of two years experience inspecting bridge work conforming to AWS D1.5. A CWI working in the field shall have the same qualifications as for working in a shop. Work involving painting or galvanizing shall require a minimum of eight hours basic training in coating inspection fundamentals and one year work experience.

b. Non-Destructive Testing Operator (NDT)

NDT Operators shall be qualified and certified as Level 2 (minimum) for magnetic particle (MT), dye penetrant (PT), or ultrasonic testing (UT), and have a minimum of one year work experience in that discipline.

c. Coatings Inspector (NACE 2)

A Coatings Inspector shall have NACE Level 2 (minimum) certification, or approved equal, and have two years (minimum) experience inspecting the application of sophisticated high performance coatings to bridge members.

2. A CWI may be supported by an Assistant Welding Inspector, who is qualified by training and experience to perform specific inspection functions, working under the direct supervision of a CWI, if circumstances warrant it, and with prior approval by the DEPARTMENT.

D. CONTRACTOR DUTIES

1. The CONTRACTOR shall furnish the DEPARTMENT with a resume of qualification and experience for all inspection personnel to be engaged in inspection or testing work. Submit resume documentation a minimum of two weeks prior to the anticipated start date of work.
2. The CONTRACTOR shall ensure the competence of all inspection personnel engaged in the work and shall replace immediately any who are determined by the DEPARTMENT to be unqualified, incompetent, disorderly, intemperate, or otherwise to be performing their work in an unsatisfactory manner.
3. The CONTRACTOR shall furnish sufficient personnel within the provisions of this AGREEMENT to meet inspection needs.
4. The CONTRACTOR shall provide supervisory oversight to the Inspector, including frequent communication, technical support as needed, and periodic site visits to the shop.

5. The CONTRACTOR shall provide a copy of the applicable governing specifications, safety and personal protective equipment, and inspection instruments to the Inspector at the place of inspection, as needed.
6. The CONTRACTOR shall provide to the Inspector the means to communicate and send digital reports and images via broadband email connections to the Department, as necessary.

E. ASSIGNMENTS

1. The Administrator, Bureau of Bridge Design or the Administrator's authorized representative, shall notify the CONTRACTOR in writing of the authorization to proceed for each assignment and shall have the discretion to control the duration and termination of inspection and testing for the assignment. The CONTRACTOR agrees to complete all work as detailed on individual assignment letters issued by the DEPARTMENT.
2. The Inspector shall report to the Administrator or representative in the approval and conduct of inspection and testing services.
3. An Inspector, once approved by the DEPARTMENT and assigned to a specific project, shall remain on the project until it is finished, unless an alternate Inspector is approved by the DEPARTMENT upon proper notification from the CONTRACTOR.
4. The Administrator may require either full-time inspection (e.g. for primary bridge members), or part-time inspection (e.g. for ancillary products) on a case-by-case basis and at the discretion of the DEPARTMENT.
5. The Administrator may request the CONTRACTOR to perform testing and inspection services on a job-by-job basis at field locations at existing bridges and structures located throughout the State of New Hampshire, as required and as directed by the DEPARTMENT. Field inspection responsibilities shall be the same or comparable to work in a shop.
6. The Administrator shall approve the CONTRACTOR'S proposed staffing of individual Inspectors required to cover the work, considering the shop, the volume and nature of the work, any considerations involving the use of an Assistant Welding Inspector, and variations in the Fabricator's hours, shifts, and production schedule.

F. INSPECTOR DUTIES

1. The CWI shall perform all inspection responsibilities in conformance to the Contract, Governing Specifications, Special Provisions, and approved Shop Drawings for each project.
2. The Inspector shall be familiar with the Contract Documents and Governing Specifications and have them readily available at the fabrication and inspection site.
3. The Inspector shall know how to use inspection equipment and shall have them available as necessary to properly perform inspection responsibilities.
4. The Inspector shall know how to use and have available safety and personal protective equipment as required by OSHA, the Fabrication shop, Governing Specifications, or the Industry.
5. THE INSPECTOR SHALL NOT PERFORM ANY WORK ON ANY ITEM IN THE PROJECT FOR THE FABRICATOR, MILL, GENERAL CONTRACTOR, OR COATING

MANUFACTURER. ANY INFRINGEMENT OF THIS CLAUSE SHALL BE SUFFICIENT CAUSE FOR THE STATE TO NULLIFY THE CONTRACT.

6. The CWI Inspector shall use, but not be limited by, the following guide list of duties:
- a) The Inspector shall provide in-shop inspection during procedures that are considered most important, including welding, air-arc gouging, heat curving, nondestructive testing, etc. Office work, record keeping, and report preparation should be considered secondary to the inspection of in-shop fabrication.
 - b) The Inspector shall verify that materials used in the work meet the requirements of the Contract Documents by means of material inspection, material identification, and examination of laboratory test results for chemical analysis and mechanical properties (i.e. Certified Mill Test Reports).
 - c) The Inspector shall examine the welding equipment for conformance to the Specifications and Approved Welding Procedures, including the welding machines and filler metal storage ovens.
 - d) The Inspector shall verify the qualification of all welders and NDT Operators engaged on the project and shall observe the technique and performance of each for conformance to the Specifications.
 - e) The Inspector shall examine the work to make certain that preparation, fit up, and welding are in conformance with the Specifications, including edge preparation, dimensions, cleanliness, joint configuration, preheat, welding, back gouging, weld bead appearance, grinding, etc.
 - f) The Inspector shall visually inspect 100% of all welds, using suitable gauges for weld size and contour, and a strong light, magnifier, or other devices as may be helpful for detecting cracks, discontinuities, and defects.
 - g) The Inspector shall witness nondestructive testing of welds and materials as may be required by the contract documents and governing specifications.
 - h) The Inspector shall inspect other fabrication procedures, including heat curving, cambering, field splice alignment, drilling, punching, reaming, control of distortion, assembly, match marking, storage, handling, and transportation.
 - i) The Coatings Inspector shall inspect coating operations, including cleaning, surface preparation, paint application, and galvanizing.
 - j) The Inspector shall document non-conforming and rejectable members due to material defects, workmanship deficiencies, dimensions out of tolerance, damage due to rough handling or accidents, weld defects, etc. The record shall include approved repair procedures or corrective measures taken and evidence of re-inspection and the final disposition of the structural member.
 - k) The Inspector shall be aware of additional restrictions, conditions and inspections required for a Fracture Critical Member when specified by the Contract Documents.

- l) The Inspector does not have control over, nor charge of, and accepts no responsibility for the means, methods, techniques, sequences and procedures, safety precautions and programs, or implementation of corrective actions in connection with the work, recognizing that the Contractor remains solely responsible to supervise, direct, and control all aspects of the work.
 - m) The Inspector is not required to monitor Contractor worker-safety compliance during the project. The contract specifications require the Contractor to furnish OSHA-compliant safe access to the work, to which the Inspector will confirm the suitability of such access to work areas necessary to safely perform the Inspector's work.
7. The QA Inspector shall follow approved governing specifications and procedures to inspect painting, duplex coatings (e.g. galvanizing-powder coat), and metallizing. The inspection of TSC (metallizing) shall conform to AWS CS 23.0, including hold point inspection of surface preparation, TSC application, sealer application, and witnessing QC activities (e.g. coupon bending, adhesion testing of companion plates, etc.)

G. GOVERNING SPECIFICATIONS

1. The Inspector's duties and scope of work shall be performed in accordance with the latest edition of the following specifications, except as may be otherwise stated in the Contract documents, in this AGREEMENT, or as directed:
 - a) *NH Standard Specifications for Road and Bridge Construction;*
 - b) *AASHTO/AWS D1.5, Bridge Welding Code, and all Interim Revisions;*
 - c) *AWS D1.1, Structural Welding Code;*
 - d) *AASHTO LRFD Bridge Construction Specifications, Section 11 and applicable sections.*
 - e) *AASHTO Standard Specifications for Movable Highway Bridges;*
 - f) *Joint Standard SSPC CS 23.0 / AWS C2.23 / NACE No. 12, Specification for the Application of Thermal Spray Coatings (Metallizing) of Aluminum, Zinc, and Their Alloys and Composites for the Corrosion Protection of Steel, July 2003.*

H. SUBMISSION OF REPORTS

1. The Inspector shall maintain separate and distinct reports for each bridge and project, and submit a written report to the DEPARTMENT describing the work performed on a project during a reporting week (Sunday through Saturday). A separate report shall be made for each bridge that is fabricated and shall include the following:
 - a. front sheet with project identification, summary list of members, and estimated percentage of completion;
 - b. daily narrative briefly describing the work performed;
 - c. fabrication worksheet listing the major structural members and the date each fabrication process is completed;
 - d. time sheet listing hours worked for each project;
 - e. document records, such as mill test reports, certificates of compliance, NDT reports, camber reports, dimension records, product data sheets, etc.

2. The Inspector shall submit two typed* copies (i.e. the original and one copy) of the report to the DEPARTMENT within three weeks of the report date.
3. All reports shall properly identify the project by City/Town and State project number (minimum information), bridge number, and bridge location, as shown in the example below.

<u>Example:</u>	<u>Bridge 1</u>	<u>Bridge 2</u>
City or Town	LINCOLN	LINCOLN
State Project No:	P-2371-H	P-2371-H
Bridge Number	194/093	196/092
Bridge Location	I-93 NB over Hanson Brook	I-93 SB over Harvard Brook

*Only the front cover sheet and daily narrative are required to be typed.

4. The Inspector shall deliver all radiographic films to the DEPARTMENT at the office of the Administrator, NHDOT Bureau of Bridge Design, 7 Hazen Drive, Concord, NH 03301.

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Region **	STATE	TABLE 1 PARTIAL LIST OF SHOPS FURNISHING FABRICATED STEEL PRODUCTS TO NHDOT During period 2012-2014 (*During period 2004-2011)												
		Welded Gdtrs	Rolled bms	Bridge Rail	Exp Jts.	Overhead sign	Bearings	Pedestrian br.	Vehicle truss	Grid Decking	Foundation piles	Metallizing	Special work	
1		NEW ENGLAND REGION												
1	CT	Highway Safety Corp., Glastonbury			x									
1	MA	Duncan Galvanizing, Everett											x	
1	MA	*Cianbro Precise Fabricators, Georgetown	x	x									x	
1	MA	*Mill Valley Splicing, Belchertown											x	
1	MA	*New England Bridge Products, Lynn			x									
1	MA	V&S Galvanizing, Taunton											x	
1	ME	ARC Enterprises, Kingfield				x								
1	ME	Casco Bay Steel, Saco & South Portland	x	x	x	x								
1	ME	*Cianbro Fabrication Corp, Pittsfield											x	
1	ME	Newport Industrial Fabricators, Newport										x	x	
1	NH	Canam Structural Bridge LLC, Claremont	x	x						x		x		
1	NH	Merrimack Sheet Metal, Concord			x	x							x	
1	VT	DMS Machining & Fabrication, Barre											x	

2		MID-ATLANTIC REGION												
2	DE	*Sigma Industries, Selbyville						x						
2	MD	Canam Steel Corp, Point of Rocks		x										
2	NJ	American Galvanizing Co., Folsom											x	
2	NJ	*Amscot Structural Products, Dover							x					
2	NY	National Bridge Co., Buffalo							x					
2	NY	Niagara Bridge & Rail, Sanborn							x					
2	NY	Nuttall Gear, Niagara Falls											x	
2	NY	Unadilla Laminated Products, Unadilla											x	
2	NY	R. J. Watson, Amherst							x					
2	NY	Watson-Bowman-Acme, Amherst							x					
2	PA	*Griener Industries, Mt. Joy							x					
2	PA	*High Steel Structures, Lancaster	x	x					x				x	
2	PA	*High Steel Structures, Williamsport	x	x					x				x	
2	PA	*LB Foster, Bedford						x	x		x	x		
2	PA	Regal Industries, Donora										x		
2	PA	*Shane Felter Industries, Uniontown		x										
2	PA	SKF USA, Inc., Lansdale												
2	PA	*Skyline Steel, Camp Hill										x		
2	PA	*Steel Management Systems, Nazareth										x		

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Region **	STATE	TABLE 1 PARTIAL LIST OF SHOPS FURNISHING FABRICATED STEEL PRODUCTS TO NHDOT During period 2012-2014 (*During period 2004-2011)										
		Welded Gdrs	Rolled bms	Bridge Rail	Exp Jts.	Overhead sign	Bearings	Pedestrian br.	Vehicle truss	Grid Decking	Foundation piles	Metallizing

3		CENTRAL & SOUTH EASTERN STATES REGION															
3	AL	*Contech (Steadfast Bridges), Fort Payne									x						
3	AL	*Favor Steel, Bessemer												x			
3	AL	Hardie-Tynes Co, Inc., Birmingham															x
3	AL	Walpar Inc., Birmingham						x									
3	IL	Scot Forge, Spring Grove															
3	OH	D.S. Brown, North Baltimore								x							
3	OH	*Dyson Corp, Painesville															x
3	OH	Trinity Industries, Girard			x												
3	OH	Union Metal Corp, Canton						x									
3	OH	US Bridge Corp, Cambridge											x				
3	MI	Composite Forging, Ltd, Detroit															
3	MN	*Contech (Continental Bridge), Alexandria									x						
3	MN	*Wheeler Lumber LLC, Minneapolis									x						
3	MO	Brookfield Fabricating, Brookfield							x								
3	MO	Trinity Products, St. Charles												x			
3	MO	Wire Co World Group, St. Joseph															x
3	NC	*Hirschfeld Industries, Colfax, Nash Co	x														
3	TX	Dynamic Rubber (Cosmec), Athens								x							
3	TX	*Houston Structures, Houston															x
3	TX	Seismic Energy Products, Athens								x							
3	VA	*Hirschfeld Industries (Abington), Bristol	x														

- **Region: 1 New England States (CT, MA, ME, NH, RI, VT)
 2 Mid-Atlantic States (DE, MD, NJ, NY, PA)
 3 Central States (TX, and states bordering Mississippi R) and South Eastern States
 4 Western States

EXHIBIT B - CONTRACT PRICE

1.6 Funding for this contract is from monies allocated to specific transportation projects.

5.5 The work required under the terms of this AGREEMENT shall be paid in accordance with the following schedule and stipulations:

5.6 The total cost of all work, expenses and profit under this AGREEMENT shall not exceed the amount shown in the Agreement (Form P-37) Block 1.8.

5.7 The total hourly wage rates tabulated in the Bid Schedule shall include all direct labor costs, overhead and burden (i.e. fringe benefits, payroll taxes, overhead), profit, and direct expenses (mileage, lodging, meals). The Bid Schedule lists straight time and overtime hourly wage rates for each employee classification for each of three years beginning on the effective date of the contract and shall be used in billing for all work done under this AGREEMENT.

Example of Contractor's Bid Schedule:

TABLE 2- Rate Schedule		Year 1	Year 1	Year 2	Year 2	Year 3	Year 3
Inspector Classification		Straight time	Over time	Straight time	Over time	Straight time	Over time
1	Certified Welding Inspector in shop or field (CWI)	<i>item 1</i>	<i>item 2</i>	<i>item 3</i>	<i>item 4</i>	<i>item 5</i>	<i>item 6</i>
2	NDT Level 2 Operator (MT, PT, UT) in the field (NDT)	<i>item 7</i>	<i>item 8</i>	<i>item 9</i>	<i>item 10</i>	<i>item 11</i>	<i>item 12</i>
3	Coatings Inspector shop coating inspection (NACE 2)	<i>item 13</i>	<i>item 14</i>	<i>item 15</i>	<i>item 16</i>	<i>item 17</i>	<i>item 18</i>

5.8 The inspector classifications are defined as:

- (1) Certified Welding Inspector (CWI) with two years prior steel fabrication inspection experience for work in fabrication shops and at NH field bridge site(s). Inspection of painting and galvanizing requires a minimum 8 hours basic training and one year experience. See C.1a.
- (2) Non-Destructive Testing (NDT) Operator Level 2 for magnetic particle testing (MT), dye penetrant testing (PT), or ultrasonic testing (UT) at NH field bridge sites, plus one year experience in the NDT discipline. See C.1b.
- (3) Coatings Inspector (NACE Level 2) for the application of coatings in the shop having two years prior coatings inspection experience for bridges. See C.1c.

5.9 The basis of payment shall be the bid rate per inspector per hour which shall be straight time for a 40-hour work week and overtime for over 40 hours per week for work on NHDOT projects.

5.10 An Inspector shall be paid the straight hourly rate for daily commuting travel time by private automobile from the closer of home or office to the worksite, or between jobsites, for time exceeding 1/2 hour each way. The distance and time shall be determined by the routing determination of currently available map and route navigation software (e.g. Google®, MapQuest®, Garmin®, TomTom®, etc.)

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5.11 The total hourly rate of pay for an Assistant Welding Inspector shall be 80% of the in-shop Certified Welding Inspector (CWI).

5.12 An Inspector shall not work more than ten hours per day on any inspection assignment at a shop or jobsite without proper approval of the DEPARTMENT. The paid overlap time between two shifts shall not exceed one hour.

5.13 Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely-itemized, project-by-project bill submitted on a monthly basis by the CONTRACTOR listing hourly charges per Inspector per day during the billing period and identified by project name and state project number.

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

EXHIBIT C - SPECIAL PROVISIONS

This contract shall be administered in accordance with the applicable sections of Division 100 of the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction. In particular, but not limited to, Bidding Requirements and Conditions, Award and Execution of Contract, Scope of Work, Legal Relations and Responsibility to Public (except Insurance Requirements), Prosecution and Progress, and Measurement and Payment.

3.3 The DEPARTMENT reserves the right to renew the AGREEMENT for a period up to one (1) year, subject to the renegotiation of the funding and with the concurrence of the CONTRACTOR.

6.4 In accordance with EXECUTIVE ORDER 11246, the New Hampshire Department of Transportation 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 CONTRACTOR should contact them regarding related compliance issues.

10.1 However, for 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 CONTRACTOR, of a satisfactory nature in accordance with this AGREEMENT, which are of use to the DEPARTMENT, the CONTRACTOR shall be entitled to a credit determined solely by the Department, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

12. Modify the second sentence to read as follows: None of the Services shall be subcontracted by the Contractor without the prior written consent of the N. H. Department of Transportation.

12.1 All subcontracts shall be in writing. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

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

14.1.4 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 \$ 500,000.00 combined single limit; and

14.1.5 Professional liability (errors and omissions) insurance coverage of not less than \$ 1,500,000.00 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$ 75,000.00 ; and

14.1.6 Workers' compensation and employer's liability insurance as required by law.

14.3 Amend the fourth sentence of 14.3 to read:

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.

14.4 The CONTRACTOR 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.

25. **STANDARD SPECIFICATIONS.** The CONTRACTOR agrees to follow the provisions of the professional codes or standards applicable to the services to be performed under this AGREEMENT.

26. **REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS.**

26.1 It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation (if utilized on a Federally funded project), at such reasonable time or times as the STATE or Federal Highway Administration deems appropriate.

26.2 The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is as shown in the Agreement (Form P-37) Block 1.4 or as follows.

26.3 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.

27. **REVISIONS TO REPORTS, PLANS OR DOCUMENTS.**

27.1 The CONTRACTOR 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 CONTRACTOR, without undue delays and without additional cost to the DEPARTMENT.

28. **DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS.**

28.1 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 (if utilized on a Federally funded project).

28.2 Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONTRACTORS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONTRACTORS 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 CONTRACTORS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of agreements financed in whole or in part with Federal funds.

28.3 Sanctions for Non-Compliance. The CONTRACTOR is hereby advised that failure of the CONTRACTOR, or any Subcontractor 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.

29. **DOCUMENTATION.** The CONTRACTOR shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration (if utilized on a Federally funded project). This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives required by this AGREEMENT.

30. **CLEAN AIR AND WATER ACTS.** If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONTRACTOR or subcontractor 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 CONTRACTOR or subcontractor shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

**New Hampshire Department of Transportation
 Contract for Statewide 29153 Prequalified, Low Bid, On-Call
 Structural Steel Inspection Services**

CONTRACTOR'S BID SCHEDULE

NOTE:

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

ITEM NOS.	APPROXIMATE QUANTITIES	ITEMS AND UNIT PRICES BID (dollars & cents, in words)	UNIT PRICES		AMOUNT	
			Dollars	Cents	Dollars	Cents
1	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 1 STRAIGHT TIME At <u>Fifty-Eight Dollars and Seventy-Five Cents</u> <hr/> Dollars per (unit)	\$58	.75	\$135,125	.00
2	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 1 OVER TIME At <u>Seventy Dollars and Fifty Cents</u> <hr/> Dollars per (unit)	\$70	.50	\$32,430	.00
3	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 2 STRAIGHT TIME At <u>Fifty-Eight Dollars and Seventy-Five Cents</u> <hr/> Dollars per (unit)	\$58	.75	\$135,125	.00
4	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 2 OVER TIME At <u>Seventy Dollars and Fifty Cents</u> <hr/> Dollars per (unit)	\$70	.50	\$32,430	.00

Contractor's Bid Schedule
 Statewide 29153 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services

5	2,300 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 3 STRAIGHT TIME At <u>Fifty-Eight Dollars and Seventy-Five Cents</u> _____ Dollars per (unit)	\$58	.75	\$135,125	.00
6	460 hours (for 1-year)	CERTIFIED WELDING INSPECTOR (CWI) YEAR 3 OVER TIME At <u>Seventy Dollars and Fifty Cents</u> _____ Dollars per (unit)	\$70	.50	\$32,430	.00
7	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 1 STRAIGHT TIME At <u>Sixty Dollars and Fifty Cents</u> _____ Dollars per (unit)	\$60	.50	\$6,050	.00
8	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 1 OVER TIME At <u>Seventy-Two Dollars and Sixty Cents</u> _____ Dollars per (unit)	\$72	.60	\$1,452	.00
9	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 2 STRAIGHT TIME At <u>Sixty Dollars and Fifty Cents</u> _____ Dollars per (unit)	\$60	.50	\$6,050	.00
10	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 2 OVER TIME At <u>Seventy-Two Dollars and Sixty Cents</u> _____ Dollars per (unit)	\$72	.60	\$1,452	.00

11	100 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 3 STRAIGHT TIME At <u>Sixty Dollars and Fifty Cents</u> Dollars per (unit)	\$60	.50	\$6,050	.00
12	20 hours (for 1-year)	NON DESTRUCTIVE TESTING OPERATOR (NDT) YEAR 3 OVER TIME At <u>Seventy-Two Dollars and Sixty Cents</u> Dollars per (unit)	\$72	.60	\$1,452	.00
13	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 1 STRAIGHT TIME At <u>Sixty-Three and No Cents</u> Dollars per (unit)	\$63	.00	\$12,600	.00
14	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 1 OVER TIME At <u>Seventy-Five and Sixty Cents</u> Dollars per (unit)	\$75	.60	\$3,024	.00
15	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 2 STRAIGHT TIME At <u>Sixty-Three and No Cents</u> Dollars per (unit)	\$63	.00	\$12,600	.00
16	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 2 OVER TIME At <u>Seventy-Five and Sixty Cents</u> Dollars per (unit)	\$75	.60	\$3,024	.00

17	200 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 3 STRAIGHT TIME At <u>Sixty-Three and No Cents</u> _____ Dollars per (unit)	\$63	.00	\$12,600	.00
18	40 hours (for 1-year)	NACE COATINGS SHOP INSPECTOR (NACE 2) YEAR 3 OVER TIME At <u>Seventy-Five and Sixty Cents</u> _____ Dollars per (unit)	\$75	.60	\$3,024	.00
			GRAND TOTAL		\$572,043.00	

TUV Rheinland Industrial Solutions Inc.

Michael A Forbes
 Signature Michael A. Forbes , DOT Service Line Manager

November 3, 2014
 Date

TUV RHEINLAND INDUSTRIAL SOLUTIONS INC.

SECRETARY'S RESOLUTION

I, David Leers, hereby certify that I am the Secretary of TUV Rheinland Industrial Solutions Inc. and that the following resolutions are correct, have not been amended and remain in full force and in effect as of this date:

RESOLVED, that the following persons be, and they hereby are, elected as officers of the Corporation and have the authority to enter into contractual agreements for the Corporation.

Gerhard Luebken – President and Chief Executive Officer

Robert Burns – Chief Operating Officer

David Leers – Treasurer and Chief Financial Officer

Unanimous written consent of the Board of Directors in lieu of meeting, December 17, 2014.

This March 11, 2015.

By:

Name: David Leers

Title: Secretary



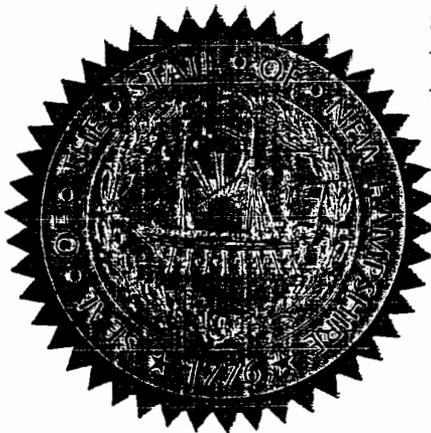
{Affix Corporate Seal Here}

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 TUV Rheinland Industrial Solutions, Inc. a(n) Michigan corporation, is authorized to transact business in New Hampshire and qualified on June 2, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April, A.D. 2015



William M. Gardner

William M. Gardner
Secretary of State

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any owner, lessee or contractor for whom you are performing operations when you and such owner, lessee or contractor have agreed in writing in a contract or agreement that such owner, lessee or contractor should be added as an additional insured on our policy.</p>	<p>Locations that are listed in the written contracts or agreements stated on the left side of this SCHEDULE.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Named Insured: TUV Rheinland North America Holding, Inc.
 Policy Number: ACG 2005475
 Effective Date: February 26, 2015

Endorsement No.
2

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
 MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	
State of New Hampshire Department of Transportation 7 Hazen Drive Concord, NH 03302	Deductible: \$1,000. Re: Structural Steel Inspection Services 29153
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The definition of **Insured** within the Definitions Section of this policy is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for **Wrongful Acts** committed in whole or in part by the **Insured** or by others acting on the **Insured's** behalf in the performance of **Professional Services**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which is required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section V – Limit of Liability and Deductible**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.