

am



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



27

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

Bureau of Turnpikes
October 12, 2023

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with GM2 Associates, Inc., Concord, NH, Vendor #163283, for an amount not to exceed \$764,528.56, for final design services of the Dover 41824 project, effective upon Governor and Council approval through May 31, 2027. (100% Turnpike).

Funds to support this request are available in the following account in State FY 2024:

04-096-096-961017-70250000-046-500464	<u>FY 2024</u>
Turnpike Renewal & Replacement (TRR)	
046-500464 Gen Consultants Non-Benefit	\$764,528.56

EXPLANATION

The Department requires professional engineering consulting services for the final design of the rehabilitation of the NH Route 16 bridges which carry Northbound (NB) and Southbound (SB) traffic of the Spaulding Turnpike over the Cocheco River in the City of Dover, NH. This agreement is included in the State's Ten-Year Transportation Improvement Plan (Dover 41824 Final Design).

On January 26, 2022, the Governor and Council authorized the Preliminary Design agreement with GM2 Associates, Inc. (Item #41) for preliminary design services, environmental coordination and public involvement support efforts, and land surveying services. The intent to rehabilitate the NH Route 16 bridges which carry Northbound (NB) and Southbound (SB) traffic of the Spaulding Turnpike over the Cocheco River in the City of Dover, NH. The existing bridges were constructed in 1957 and rebuilt in 1991. The bridges have four (4) spans with a total length of 267-feet. The superstructure consists of steel beams with a concrete deck with a bituminous concrete wearing surface. In the Preliminary Design agreement, the Department reserved the right to either negotiate a scope and fee for the Final Design services or terminate the contract. Since the firm of GM2 Associates, Inc. satisfactorily completed the Preliminary Design services for this project, the Department proposes to continue with this firm to perform the Final Design. This Final Design agreement for engineering consulting services

continues the above intent and objectives and includes final roadway & bridge design, environmental permitting, utility plans, project management, contract plans, specifications, special provisions, and estimates of quantities and costs to complete the improvements. This Final Design agreement also includes provisions for shop drawing review and requests for information during the construction phase, on an as needed basis.

GM2 Associates, Inc. has agreed to furnish the professional engineering services for an amount not to exceed \$764,528.56. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project is funded 100% by Turnpike Renewal and Replacement (TRR) funds.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "William Cass". The signature is fluid and cursive, with a large initial "W" and a long, sweeping tail.

William J. Cass, P.E.
Commissioner

Attachments

TABLE OF CONTENTS

Contents

ATACHMENTS

PREAMBLE 1

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED 2

A. LOCATION AND DESCRIPTION OF PROJECT 2

B. GENERAL SCOPE OF WORK..... 2

C. SCOPE OF WORK (FINAL DESIGN) 3

D. SCOPE OF WORK (UTILITIES)..... 8

E. ENVIRONMENT 9

F. PUBLIC PARTICIPATION..... 11

G. GEOTECHNICAL 11

H. QUALITY CONTROL 12

I. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION 12

J. WORK SCHEDULE AND PROGRESS REPORTS..... 13

K. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS 13

L. DELIVERABLES 14

M. DATE OF COMPLETION 16

ARTICLE II – COST PLUS FIXED FEE COMPENSATION OF CONSULTANT 17

A. GENERAL FEE 17

B. LIMITATION OF COSTS 18

C. PAYMENTS 19

D. ANNUAL INDIRECT COST RATE SUBMISSIONS 19

E. RECORDS, REPORTS AND FINAL AUDIT 20

ARTICLE III – GENERAL PROVISIONS 21

A. HEARINGS, ETC. 21

B. CONTRACT PROPOSALS 21

ARTICLE IV – STANDARD PROVISIONS..... 22

A. STANDARD SPECIFICATIONS..... 22

B. REVIEW BY STATE AND FHWA – CONFERENCES – INSPECTIONS..... 22

C. EXTENT OF CONTRACT 22

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS 23

E. ADDITIONAL SERVICES 24

F. OWNERSHIP OF PLANS 24

G. SUBLETTING 25

H. GENERAL COMPLIANCE WITH LAWS, ETC. 25

I. BROKERAGE 26

J. CONTRACTUAL RELATIONS 26

K. AGREEMENT MODIFICATION 28

L. EXTENSION OF COMPLETION DATE(S) 28

M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE 28

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS 30

O. DOCUMENTATION 31

P. CLEAN AIR AND WATER ACTS 31

ATACHMENTS

A. **SCOPE OF SERVICES FOR FINAL DESIGN**

Prepared by GM2 Associates, Inc., dated June 14, 2023

AGREEMENT EXECUTION ATACHMENTS

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

DOVER
41824
FINAL DESIGN

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 26th day of October in the year 2023 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and GM2 Associates, Inc., with principal place of business at 115 Glastonbury Boulevard, in the Town of Glastonbury, State of Connecticut, and local branch office at 197 Loudon Road, in the City of Concord, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires preliminary design, final design, public involvement process, final design, and associated environmental & cultural services.

The DEPARTMENT requires rehabilitation of the existing bridges carrying NH 16 (Spaulding Turnpike) over the Cocheco River in the City of Dover.

The CONSULTANT'S Fee Proposal dated July 13, 2023, is hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

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

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

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

Based upon inspection conducted by the Department in April 2019, the bridges are on the State's Red List. Bridge No. 105/133 has a Sufficiency Rating of 83%. The concrete deck is rated 4 (poor condition), and the steel superstructure and the substructure are rated 6 (satisfactory condition). Bridge No. 106/133 has a Sufficiency Rating of 52%. The concrete deck and the steel superstructure are rated 4 (poor condition), and the substructure is rated 6 (satisfactory condition).

B. GENERAL SCOPE OF WORK

The purpose of this work is to progress slope and drain plans (60%) from Part A through Part B. Part B includes preparing final plans, specifications and estimates for the bridge and associated roadway improvements in the contract. The project is anticipated to rehabilitate the two bridge structures while maintaining two through lanes of traffic in each direction during construction. Designs shall consider temporary and permanent erosion-control measures, traffic control measures, utility coordination, drainage, and treatments to minimize environmental impacts. Coordination may be required between the DEPARTMENT and the City of Dover, NH. The CONSULTANT shall be prepared to support such efforts as required. Responsibilities of the CONSULTANT team shall include attendance at meetings when requested, preparation of minutes reflecting meeting commitments, and preparation of illustrative plans and exhibits for the meetings, as directed by the DEPARTMENT. The following general tasks are included in Part "B": 1.) Utility Plan Phase (75%) 2.) Preliminary PS&E Phase (80%) 3.) PS&E

ARTICLE I

Phase Rodway & Bridge (95%) 4.) Contract Drawing Phase (100%) 5.) Perform Environmental Coordination Efforts 6.) Construction Services 7.) Meetings 8.) Project Administration

C. SCOPE OF WORK (FINAL DESIGN)

The work, as further described in the CONSULTANT's Scope of Services dated June 14, 2023, hereinafter referred to as Attachment A, requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work efforts:

1. Preliminary PS&E Phase (80%)

a. Address 60% Slope & Drain and 75% Utility Plans Comments

The design comments from the 60% (not addressed for the Utility Submission) and 75% submissions will be addressed, and the plans progressed to 80%.

b. PPS&E Roadway Plans

The plans will conform to the Department PPS&E check list for plan type. Widening will be minimal and thus constructed as an extension of the existing roadway. It is also assumed that there will be a General Plan that includes all information for pavement/curbing layout, pavement markings/signing, and guardrail. Guardrail will be replaced in kind, where impacted for traffic control and in other areas as determined by The DEPARTMENT. Guardrail calculations will only be completed for any updated end treatments.

c. PPS&E Detail Plans

The details required to build the proposed roadway widening, traffic control, and a 1" cold plane/overlay of the entire mainline impacted during traffic control (excluding over the bridges) will be further developed.

d. PPS&E Roadway Profiles

Profiles will be progressed to the PPS&E requirements and Department comments will be addressed.

e. PPS&E Roadway Cross Sections

Cross sections will be progressed to the PPS&E requirements and Department comments will be addressed.

f. PPS&E Traffic Control Plans

Traffic Control Plans will be developed into 50 scale cut sheets showing the traffic control on-site diversions, one (1) NB and one (1) SB, depicting traffic layout for each of the four (4) phases of Bridge Construction. A profile for each of the on-site diversions, one (1) NB and one (1) SB, will be developed on 50 scale cut sheets with 5:1 vertical exaggeration, with matching

ARTICLE I

into the existing mainline at each end. Typical Sections (10 scale) and Critical Cross Sections (10 scale) will be developed as needed. All plans will be developed to the PPS&E requirements and Department comments will be addressed. The CONSULTANT will prepare all associated Sign Summary Sheets and Quantity Summary Sheets.

g. Sign Package

The CONSULTANT will develop the traffic control sign package for this project. Schematic plans will be used if the limits go beyond the current survey, otherwise, signs will be shown on the Traffic Control Plans. The sign package will include the Permanent Construction Signs and Warning Devices summary table (for Items 619.1) and the following plans: Permanent Construction Signing Sheet (1 sheet – schematic), Advance Signing for Wide Loads for Phases 1 & 2 (SB), Shoulder Closure (1 Detail Sheet), and the Traffic Control Plan Construction Sign Text Layout Sheet. No proposed signing is anticipated.

h. Incorporate Smart Work Zone Designs

The CONSULTANT will add any Smart Work Zone plans and Quantity Summary Sheets received from the Department to the plan set.

i. Develop PPS&E (80%) Bridge Plans

The following assumptions are made regarding the design of the bridge:

- Preliminary Bridge and Roadway Design is assumed to be complete. This scope assumes roadway line and grade, vertical clearances, bridge type, size and location have been previously approved by the Department.
- AASHTO Load and Resistance Factor Design Method (LRFD) will be used and the bridge will be designed for HL-93 Live Loading.
- The bridge will be designed for Seismic Zone 1. No detailed seismic analysis will be required.

The tasks given below correspond to the tasks used on the man hour estimate spreadsheet:

- Revise General Plan & Elevation, Site Plan, Profile & Sections and Project Notes as required to address comments from the Department on the Preliminary Bridge Plan Submission.
- Field Review of existing conditions during design; Assume 2 site visits by one senior engineer and one engineer.
- Develop Survey Layout for both bridges
- Develop Substructure Layout – The abutment plan, elevation and sections, wing wall elevations and sections, and pier plan, elevation and sections will be developed or

ARTICLE I

refined from the information provided in the Preliminary Design Submission. This task will include horizontal and vertical geometry calculations and dimensioning and pay limit determination for contract items required for the reconstruction.

- Develop Substructure Details - The abutment and pier reconstruction details will be developed, and this task will include detailing the bearing seats, back wall reconstruction, and approach slab seat modifications for deck over backwall expansion joint. Reinforcing steel will be detailed in the section views.
- Develop Miscellaneous Substructure Details - This work will consist of developing all substructure repair details and any required utility support details.
- Develop Structural Steel and Concrete Deck Slab Design and Details – This work consists of developing the design of the structural steel and concrete deck slab (3.5” precast panels with 5” concrete overpour) for strength and serviceability and detailing the beam layout, diaphragm layout, deck slab layout, and reinforcing layout in the section views.
- Develop Miscellaneous Superstructure Design and Details – This work will include developing superstructure end details, pavement thickness geometry, bearing design and details, and approach slab details. Utility support details will be developed. Scupper details will be developed if required.
- Develop Expansion Joint Details – It is assumed that Strip Seal Expansion Joints will be detailed at the expansion ends.
- Develop Railing Details – This work will include determining rail post spacing, developing railing layout and developing approach rail unit details.
- Bridge drainage analysis – the CONSULTANT will analyze the water volume contained along the curb line on the bridge to determine if scuppers are required.

j. Develop PPS&E (80%) Quantity Calculations

Quantities will be calculated from the PPS&E Plans. Preliminary Summary of Quantity Sheets will be developed following the DEPARTMENT’s PPS&E checklist. The Department will utilize these quantities in development of their construction estimate. No Engineer’s Estimate will be included, but estimated costs for unit items will be provided.

k. Prepare Submission

The PPS&E submission requirements will be compiled including required calculations, drawings, illustrations and descriptive matter to facilitate the review of the proposed design, feasibility of construction, and the coordination with the bridge design. A PDF of the

ARTICLE I

construction plans will be submitted along with updated quantity calculations, estimated costs for unit items, and a list of any outstanding issues with recommended resolutions.

2. **PS&E Phase (95%) Roadway & Bridge**

a. Address 80% Plan Comments

The CONSULTANT will address comments received from the Department on the PPS&E Roadway Plan and 80% Bridge Plan Submission and progress to 95%.

b. Develop 95% Roadway Plans

The roadway plan set including traffic control plans will be progressed to the 95% PS&E Plans. The plans will conform to the Department PS&E check list for plan type.

c. Develop 95% Bridge Plans

The tasks given below correspond to the tasks used on the man hour estimate spreadsheet:

Develop Substructure Reinforcing Details – The reinforcing will be added to all CIP concrete masonry shells (abutments, piers, etc.) and will be detailed in plan, elevation and section views. Reinforcing Schedule Sheets will be developed and included in the plan set.

Develop Superstructure Reinforcing Details – The reinforcing will be added to all CIP concrete masonry shells (deck, brush curbs, approach slabs, etc.) and will be detailed in plan and section views. Reinforcing Schedule Sheets will be developed and included in the plan set.

d. Develop 95% Quantity Calculations

Quantities will be calculated from the PS&E Plans. Preliminary Summary of Quantity Sheets will be updated following the DEPARTMENT's PS&E checklist. The Department will utilize these quantities in development of their construction estimate. No Engineer's Estimate will be included, but estimated costs for unit items will be provided.

e. Complete Bridge Load Capacity Rating and Form 4

This work consists of completing a live load capacity rating analysis for the beams and deck slab. "As-Designed" capacity rating calculations will be prepared using a HL-93 live load and summarized on a Bridge Load Capacity Summary Sheet (NHDOT Form 4).

f. Develop Final Specifications

This task will include developing any required Special Provisions for the contract and providing supplemental information for the Prosecution of Work and Traffic Control Plan as required.

g. PS&E Submission

PS&E Plans, Specifications, and Quantities will be assembled and delivered to the Department for review and comment. A PDF of the construction plans will be submitted along

ARTICLE I

with a PDF of updated quantity calculations, any required Special Provisions, and a list of any outstanding issues with recommended resolutions.

3. Contract Drawing Phase (100%) Roadway & Bridge

a. *Address 95% Submission Comments*

The CONSULTANT will address the 95% Submission Comments received from the Department and revise the plans, specifications and quantities as required.

b. *Draft Contract Plans*

Final Plans, Specifications, and Quantities will be assembled and delivered to the Department for review and comment. A PDF of the construction plans will be submitted along with a PDF each of updated quantity calculations and any required Special Provisions.

c. *Contract Plans*

Comments received from the Draft Contract Plans will be addressed to complete the Contract Documents for the project. One (1) hard copy of the signed and stamped Front Sheet, a PDF set of the construction plans, and a PDF of the final Quantities Book will be submitted.

d. *Electronic Submission*

Compilation of the electronic files including all Final MicroStation files and PDF's of the full plan set, each individual sheet, CAD/D Project Journal, MicroStation Drawing List, quantities (2 separate PDF's broken out between Final Pay Items and non-Final Pay Items), calculations, Form 4, and Form 4 calculations will be delivered to the Department on a disk.

4. Construction Support Services

a. *Construction Administration*

The CONSULTANT will respond to RFIs during the bidding period and during construction as required along with responding to field questions from the Department. The CONSULTANT will develop design and details for any field modifications as required.

b. *Shop Drawing Review*

The CONSULTANT will review shop drawings for the structural steel, bearings, deck panels, expansion joints, temporary supports, false work, temporary water control/treatment, steel bridge rail and bridge approach railing, and reinforcing steel.

5. Meetings

a. *Design Meetings*

It is anticipated that there will be four (4) design meetings to discuss and refine the design plans throughout Final Design and the Final Issues Meeting to review Contract Documents and Estimate. It is assumed that two (2) CONSULTANT representatives will be at each meeting.

ARTICLE I

All meetings are assumed to be at c in Concord. The CONSULTANT will be responsible for meeting minutes.

b. Natural Resource Agency Coordination Meetings

The CONSULTANT will attend up to two (2) virtual NHDOT Natural Resource Agency Coordination Meetings. It is assumed that two (2) CONSULTANT representatives will be at each meeting. The PowerPoint presentations and meeting minutes will be prepared by the CONSULTANT.

c. Traffic Control Committee Meetings

The CONSULTANT will attend up to three (3) virtual Traffic Control Committee Meetings. It is assumed that two (2) CONSULTANT representatives will be at each meeting. The DEPARTMENT will present and provide the PowerPoint presentation. The CONSULTANT will be responsible for meeting minutes.

6. Project Administration

a. Progress Reports

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

b. Schedule

A project schedule will be developed and updated as needed during the design development with input from the Department. It is anticipated that the design portion of Final Design of this project will be completed in 2024.

D. SCOPE OF WORK (UTILITIES)

The work to rehabilitate the substructures may require utility support systems incorporated into the superstructures and substructures. The CONSULTANT will assist the Department in coordination efforts with the utility companies that have facilities along the corridor and will incorporate relocation plans provided by the Department into the plan set. Any plans provided by the Department for utilities shall be stamped by the engineer that developed the design.

Utility Plans will be developed by addressing the 60% Plans comments that effect the. Plans will be cut sheets. A PDF plan set will be submitted along with a list of utility conflicts and responses to the Department's 60% Plans comments. The plan set will include:

- Front Sheet
- Index of Sheets and General Notes
- Standard Symbols Sheets

ARTICLE I

- Bridge General Plan & Elevation
- Roadway General Plan
- Roadway Profile
- Traffic Control Plans
- Roadway Cross Sections (including any temporary widenings)

E. ENVIRONMENT

1. Environmental Coordination &

a. *Additional Data Collection*

Since the project was initially assumed to not require a Wetlands Permit, the Part “A” Scope of Work included wetland delineation, but no stream crossing assessment or wetland summary report. Since the project is now anticipated to require in-water work and a Wetlands Permit, these items are included in the final design scope since they will be needed for the permit application.

It is assumed that additional wetland delineation is not required for the proposed traffic control areas at the northern and southern edges of the project. The project area covered under the wetland delineation completed by the CONSULTANT in 2022 is assumed to be adequate for the potential impact areas near the bridges.

A site visit will be conducted by the CONSULTANT to collect stream crossing field data for the Cochecho River in accordance with Env-Wt 900. While on site, US Army Corps of Engineers (USACE) wetland delineation data forms (paired wetland and upland data plots) will be completed since these were not included in the CONSULTANT’s Part “A” scope. The wetland delineation (completed in 2022) and stream crossing assessment will be summarized in a report that is stamped by a Certified Wetland Scientist (CWS) with a current NH certification, which includes the location of the features, classifications of wetlands present within the project area, descriptions of the each wetland’s hydrology, soils and vegetation, flagging number system of each delineated feature, photographs, functions (including NHDES Wetlands Functional Assessment Worksheets), Wetland Determination Data Plot Forms with paired upland and wetland data plots, and NHDES Stream Crossing Form.

b. *Wetlands Permit*

The CONSULTANT will prepare the wetland permit application and plans in accordance with the DEPARTMENT’s Required Order of Application. A Minor or Major Impact classification is assumed. The application items will include:

ARTICLE I

- Wetlands Permit Application form
- USGS Location Map
- Supplemental narratives
- Standard Dredge and Fill Permit Application Attachment A
- Functional Assessment Worksheet(s)
- Information required by Env-Wt 900, Stream Crossing Rules
- Mitigation coordination summary, if required
- Wetland Impact Plans that include the information required by Env-Wt 311.05. It is assumed that 12 sheets will be required: one (1) Front Sheet, two (2) Standard Symbols sheets, two (2) Existing Conditions Plans, two (2) General Plans, two (2) Wetland Permit Impact Plans, two (2) Erosion Control Plans, and one (1) Erosion Control Strategies Sheet. The plan package will also include bridge details, drainage note sheets, traffic control notes, and a preliminary construction schedule. Wetland Impact Plans will be submitted following the incorporation of the Department's Slope & Drain comments.
- NHB review and IPaC supporting documentation (updated documentation will be requested as necessary)
- Cultural Resource Coordination
- Photographs of impact areas
- US Army Corps of Engineers (USACE) Appendix B

A draft of the application and plans will be provided to the DEPARTMENT for review in accordance with the DEPARTMENT's Required Order of Application. The CONSULTANT will address the DEPARTMENT's comments on the draft application and plans and submit 8 paper copies of the final application to the DEPARTMENT for submittal to NHDES. The CONSULTANT will also prepare a response and update plans if a Request for More Information (RFMI) is received by NHDES.

c. Shoreland Permit

The CONSULTANT will prepare the Shoreland Permit application and plans. A Standard Permit application is assumed; however, a Permit by Notification (PBN) will be completed if the project meets this criteria. The application items will include:

- Application form
- Supplemental narratives
- Photographs

ARTICLE I

- USGS Location Map
- NHB Review
- Shoreland Permit Plans. It is assumed that up to 16 sheets will be required: one (1) Front Sheet, two (2) Standard Symbols sheets, two (2) Existing Impervious Plans, two (2) Proposed Impervious Plans, two (2) Impact Plans, two (2) Natural Woodland Buffer Plans, two (2) Planting Plans (if necessary), and two (2) Erosion Control Plans (to be prepared under Task E.2), and one (1) Erosion Control Strategies Sheet

Tree counts for grid segments within the 50-foot Waterfront Buffer will be completed if necessary.

A draft of the application and plans will be provided to the DEPARTMENT for review. The CONSULTANT will address the DEPARTMENT's comments on the draft application and plans and submit 2 paper copies of the final application to the DEPARTMENT for submittal to NHDES. The CONSULTANT will also prepare a response and update plans if a Request for More Information (RFMI) is received by NHDES.

d. Essential Fish Habitat Assessment

Since the project may require in-water work during construction, it is assumed that an Essential Fish Habitat (EFH) assessment may be needed. If necessary, the CONSULTANT will prepare an EFH Assessment Worksheet and provide it to the DEPARTMENT for submittal to the National Marine Fisheries Service (NMFS).

e. Limited Reuse Soil (LRS) Quantities

The CONSULTANT will determine the quantity of LRS to be generated during construction and determine the ability, due to quantities and any applicable construction phasing, to reuse the LRS within the project limits. It is assumed that all LRS generated on this project will be used within the limits of this project. If required, a LRS Soils Management Plan (SMP) will be prepared by others.

F. PUBLIC PARTICIPATION

Not applicable.

G. GEOTECHNICAL

The CONSULTANT will subcontract a boring crew to perform four (4) borings at critical locations to determine subsurface conditions for use in foundation evaluation as required if Presumptive evaluation of subsurface conditions was not sufficient in Preliminary Design. The CONSULTANT will perform a more comprehensive analysis of subsurface conditions if required.

ARTICLE I

H. QUALITY CONTROL

The CONSULTANT shall be the Engineer-of-Record for this work, as such the CONSULTANT shall be responsible to ensure that the design and supporting documentation is accurate, checked, and thoroughly vetted prior to completion. While the DEPARTMENT staff may perform checks of the CONSULTANT'S work these checks are intended to be cursory and are used as a check that DEPARTMENT standard practices and procedures were followed. It is ultimately the CONSULTANT and the Engineer-of-Record's responsibility to ensure the design is complete, accurate and meets DEPARTMENT requirements.

The CONSULTANT's designated Quality Control member shall sign-off on each submission prior to making a submission to the DEPARTMENT. The CONSULTANT shall, upon request, provide to the DEPARTMENT any and/or all Quality Control documentation pertaining to work efforts on the project.

I. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in US Customary units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:
 - a. Any available electronic topographical mapping within the project area shall be provided along with any pertinent electronic supporting information (survey field notes, ASCII point file, SDR data files, etc.).
 - b. Electronic drawings in MicroStation format of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
2. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the CONSULTANT's Right-of-Way Boundary (e.g. existing right-of-way layout per record plans, property lines to a tax map level, parcel owners, title abstracting, etc.) will be provided by the DEPARTMENT in MicroStation format for incorporation into the plans by the CONSULTANT.
3. Plans of prior highway and bridge construction projects within the project limits, as available.
4. The location of all existing and proposed utilities through direct contact with the various utility companies.
5. Geotechnical investigations and recommendations, if available: Electronic files of the Environmental resource data collected in previous studies.
6. Crash data within the study area.

ARTICLE I

7. Traffic count data.
8. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).

J. WORK SCHEDULE AND PROGRESS REPORTS

See Supplemental Scope of Work, Attachment B for additional detail on the services to be provided.

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

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

The CONSULTANT shall report progress to the DEPARTMENT in conjunction with DEPARTMENT'S Standardized Invoicing process. Invoices shall be submitted for each month that there has been more than \$10,000 in cumulative billable work since the last invoice, and at least quarterly. For months with no progress or less than \$10,000 cumulative work since the last invoice, a status report briefly describing the reasons for little or no progress shall be submitted.

K. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment.

- 1) Presentation and Documentation: The CONSULTANT shall prepare updated colored presentation plans at each formal submission and for presentation at DEPARTMENT meetings as defined below. This is in addition to any public informational/hearing meetings.
 - a) Technical Reports: The CONSULTANT shall prepare technical reports, as necessary, throughout the duration of the project to document and summarize relevant technical data. This includes, but is not limited to:
 - b) Design Exceptions: Design exceptions, if required, will be completed by the CONSULTANT.

ARTICLE I

- c) Project Collaboration Meetings: It is expected that over the course of the project, a series of informal collaboration meetings will be held. These collaboration meetings, attended by key Department staff and key Consultant staff, may be held well in advance of formal submissions. The Consultant will update Department staff on the project status and their approach to various design issues followed by an open and collaborative discussion with Department staff and the Consultant team sharing their thoughts and suggestions on how best to advance the design. The consultant shall be responsible for scheduling the meetings, preparing an agenda and other presentation materials, and for preparing meeting notes.
- d) Project Management Meetings: It is expected that over the course of the project, Project Management Meetings will be held as required through the duration of the design. They will take place to discuss a variety of project management issues, such as outstanding issues, and design schedule. The CONSULTANT shall be responsible for meeting minutes.
- e) Department Meeting Presentations: The CONSULTANT shall prepare, present, and explain the project when requested by the DEPARTMENT. These meetings could include, but aren't limited to, Front Office, Estimate Review Committee, Traffic Control Committee, Design Submission meetings, Pre-Advertising meeting, Natural and Cultural Resource meetings. This shall include the preparation and explanation of sketches, alternatives, and plans during the project development process. Meeting notes and conference report memos shall be the responsibility of the CONSULTANT.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in their original format and in the format submitted to the DEPARTMENT.

L. DELIVERABLES

All work and supporting documents compiled under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats;

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

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

ARTICLE I

Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time Part A was executed, or any later version. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

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

Word Processing:	Microsoft Word 2016 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2016 or NHDOT compatible version
Databases:	Microsoft Access 2016 or NHDOT compatible version

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

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

File Transfer Sites, Bluebeam, SharePoint.

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

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

Website Information:

- a. Website Content: All external NHDOT websites created under this AGREEMENT shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in Vendor Resources and Procurement | NH Department of Information Technology.
- b. Website Documents: All documents posted to a website created under this AGREEMENT, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. Compliance requirements can be found at <https://www.section508.gov/create/>.

ARTICLE I

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

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

M. Date of Completion

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Design of professional services rendered under this AGREEMENT is May31, 2027.

The Final Design completion date shall coincide with the construction contract award date of the project, currently estimated to be June 28, 2024. After this date only Construction Services shall be permitted.

ARTICLE II

ARTICLE II – COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

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

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

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

Direct salary costs are estimated at:

\$222,413.37

- 2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending December 31, 2022, 187.70% shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at:

\$417,503.68

- 3) A fixed fee amount based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead costs)] for profit and non-reimbursed costs.

The fixed fee is: \$63,993.51

- 4) Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than \$200,000, printing, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed

ARTICLE II

that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than \$200,000 shall be invoiced as direct expenses and do not require individual invoices.

Direct expenses are estimated at: \$60,600.00

AGREEMENT NOT-TO-EXCEED TOTAL \$764,528.56

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

The total amount to be paid under this AGREEMENT shall not exceed \$764,528.56, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of 3,832 hours), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

B. LIMITATION OF COSTS

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

ARTICLE II

C. PAYMENTS

Monthly payments on account of services rendered under this AGREEMENT may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing.

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

D. ANNUAL INDIRECT COST RATE SUBMISSIONS

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

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

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

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

- AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers form with the required attachments.
- Certification of Final Indirect Costs as required pursuant to 23 CFR 172.11 and FHWA Order 4470.1A.
- Complete copy of the CONSULTANT'S annual audited financial statements.
- Analysis of reasonableness of executive compensation as outlined in the AASHTO Audit Guide.

ARTICLE II

- Cognizant letter, if available.
- A listing of all contracts, with dollar amounts, the CONSULTANT has currently with the DEPARTMENT as a prime consultant or subconsultant.

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

E. RECORDS, REPORTS AND FINAL AUDIT

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

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

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

ARTICLE III

ARTICLE III – GENERAL PROVISIONS

A. HEARINGS, ETC.

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

B. CONTRACT PROPOSALS

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

ARTICLE IV

ARTICLE IV – STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA – CONFERENCES – INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 115 Glastonbury Boulevard, Glastonbury, CT, or 197 Loudon Road, Concord, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination

ARTICLE IV

of this AGREEMENT without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

ARTICLE IV

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the DEPARTMENT to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section A, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports, or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time,

ARTICLE IV

or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report, or document which shall have been collected, prepared, or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

G. SUBLETTING

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

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

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE, and local laws and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad, and utility agencies whose facilities and services may be

ARTICLE IV

affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

ARTICLE IV

3. Insurance

a. Required Coverage

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

1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. Professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

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

4. No Third-Party Rights

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

ARTICLE IV

portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all

ARTICLE IV

solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.

- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

ARTICLE IV

- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS

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

ARTICLE IV

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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



Dover 41824 – Final Design

Supplement to Article I

June 14, 2023, Rev. 2

1.00 Utility Plans Phase (75%)

1.01 Develop 75% Plans

Utility Plans will be developed by addressing the 60% Plans comments that effect the utilities and progressing the design to 75%. Plans will be cut sheets. A PDF plan set will be submitted along with a list of utility conflicts and responses to the Department's 60% Plans comments. The plan set will include:

- Front Sheet
- Index of Sheets and General Notes
- Standard Symbols Sheets
- Bridge General Plan & Elevation
- Roadway General Plan
- Roadway Profile
- Traffic Control Plans
- Roadway Cross Sections (including any temporary widenings)

2.00 Preliminary PS&E Phase (80%)

2.01 Address 60% Slope & Drain and 75% Utility Plans Comments

The design comments from the 60% (not addressed for the Utility Submission) and 75% submissions will be addressed and the plans progressed to 80%.

2.02 PPS&E Roadway Plans

The plans will conform to the Department PPS&E check list for plan type. Widening will be minimal and thus constructed as an extension of the existing roadway. It is also assumed that there will be a General Plan that includes all information for pavement/curbing layout, pavement markings/signing, and guardrail. Guardrail will be replaced in kind where impacted for traffic control and in other areas as determined by NHDOT. Guardrail calculations will only be completed for any updated end treatments.

2.03 PPS&E Detail Plans

The details required to build the proposed roadway widening, traffic control, and a 1" cold plane/overlay of the entire mainline impacted during traffic control (excluding over the bridges) will be further developed.

2.04 PPS&E Roadway Profiles

Profiles will be progressed to the PPS&E requirements and Department comments will be addressed.

2.05 PPS&E Roadway Cross Sections

Cross sections will be progressed to the PPS&E requirements and Department comments will be addressed.

2.06 PPS&E Traffic Control Plans

Traffic Control Plans will be developed into 50 scale cut sheets showing the traffic control on-site diversions, one (1) NB and one (1) SB, depicting traffic layout for each of the four (4) phases of Bridge Construction. A profile for each of the on-site diversions, one (1) NB and one (1) SB, will be developed on 50 scale cut sheets with 5:1 vertical exaggeration, with matching into the existing mainline at each end. Typical Sections (10 scale) and Critical Cross Sections (10 scale) will be developed as needed. All plans will be developed to the PPS&E requirements and Department comments will be addressed. GM2 will prepare all associated Sign Summary Sheets and Quantity Summary Sheets.

2.07 Sign Package

GM2 will develop the traffic control sign package for this project. Schematic plans will be used if the limits go beyond the current survey, otherwise, signs will be shown on the Traffic Control Plans. The sign package will include the Permanent Construction Signs and Warning Devices summary table (for Items 619.1) and the following plans: Permanent Construction Signing Sheet (1 sheet – schematic), Advance Signing for Wide Loads for Phases 1 & 2 (SB), Shoulder Closure (1 Detail Sheet), and the Traffic Control Plan Construction Sign Text Layout Sheet. No proposed signing is anticipated.

2.08 Incorporate Smart Work Zone Designs

GM2 will add any Smart Work Zone plans and Quantity Summary Sheets received from the Department to the plan set.

2.09 Develop PPS&E (80%) Bridge Plans

The following assumptions are made regarding the design of the bridge:

- Preliminary Bridge and Roadway Design is assumed to be complete. This scope assumes roadway line and grade, vertical clearances, bridge type, size and location have been previously approved by the Department.
- AASHTO Load and Resistance Factor Design Method (LRFD) will be used and the bridge will be designed for HL-93 Live Loading.
- The bridge will be designed for Seismic Zone 1. No detailed seismic analysis will be required.

The tasks given below correspond to the tasks used on the man hour estimate spreadsheet:

- Revise General Plan & Elevation, Site Plan, Profile & Sections and Project Notes as required to address comments from the Department on the Preliminary Bridge Plan Submission.
- Field Review of existing conditions during design; Assume 2 site visits by one senior engineer and one engineer.
- Develop Survey Layout for both bridges

- Develop Substructure Layout – The abutment plan, elevation and sections, wing wall elevations and sections, and pier plan, elevation and sections will be developed or refined from the information provided in the Preliminary Design Submission. This task will include horizontal and vertical geometry calculations and dimensioning and pay limit determination for contract items required for the reconstruction.
- Develop Substructure Details - The abutment and pier reconstruction details will be developed and this task will include detailing the bearing seats, back wall reconstruction, and approach slab seat modifications for deck over backwall expansion joint. Reinforcing steel will be detailed in the section views.
- Develop Miscellaneous Substructure Details - This work will consist of developing all substructure repair details and any required utility support details.
- Develop Structural Steel and Concrete Deck Slab Design and Details – This work consists of developing the design of the structural steel and concrete deck slab (3.5” precast panels with 5” concrete overpour) for strength and serviceability and detailing the beam layout, diaphragm layout, deck slab layout, and reinforcing layout in the section views.
- Develop Miscellaneous Superstructure Design and Details – This work will include developing superstructure end details, pavement thickness geometry, bearing design and details, and approach slab details. Utility support details will be developed. Scupper details will be developed if required.
- Develop Expansion Joint Details – It is assumed that Strip Seal Expansion Joints will be detailed at the expansion ends.
- Develop Railing Details – This work will include determining rail post spacing, developing railing layout and developing approach rail unit details.
- Bridge drainage analysis – GM2 will analyze the water volume contained along the curb line on the bridge to determine if scuppers are required.

2.10 Develop PPS&E (80%) Quantity Calculations

Quantities will be calculated from the PPS&E Plans. Preliminary Summary of Quantity Sheets will be developed following the NHDOT’s PPS&E checklist. The Department will utilize these quantities in development of their construction estimate. No Engineer’s Estimate will be included, but estimated costs for unit items will be provided.

2.11 Utility Coordination

The work to rehabilitate the substructures may require utility support systems incorporated into the superstructures and substructures. GM2 will assist the Department in coordination efforts with the utility companies that have facilities along the corridor and will incorporate relocation plans provided by the Department into the plan set. Any plans provided by the Department for utilities shall be stamped by the engineer that developed the design.

2.12 Prepare Submission

The PPS&E submission requirements will be compiled including required calculations, drawings, illustrations and descriptive matter to facilitate the review of the proposed design, feasibility of construction, and the coordination with the bridge design. A PDF of the construction plans will be



submitted along with updated quantity calculations, estimated costs for unit items, and a list of any outstanding issues with recommended resolutions.

2.12 Geotechnical Investigation

GM2 will subcontract a boring crew to perform four (4) borings at critical locations to determine subsurface conditions for use in foundation evaluation as required if Presumptive evaluation of subsurface conditions was not sufficient in Preliminary Design. GM2 will perform a more comprehensive analysis of subsurface conditions if required.

3.00 PS&E Phase (95%) Roadway & Bridge

3.01 Address 80% Plan Comments

GM2 will address comments received from the Department on the PPS&E Roadway Plan and 80% Bridge Plan Submission and progress to 95%.

3.02 Develop 95% Roadway Plans

The roadway plan set including traffic control plans will be progressed to the 95% PS&E Plans. The plans will conform to the Department PS&E check list for plan type.

3.03 Develop 95% Bridge Plans

The tasks given below correspond to the tasks used on the man hour estimate spreadsheet:

Develop Substructure Reinforcing Details – The reinforcing will be added to all CIP concrete masonry shells (abutments, piers, etc.) and will be detailed in plan, elevation and section views. Reinforcing Schedule Sheets will be developed and included in the plan set.

Develop Superstructure Reinforcing Details – The reinforcing will be added to all CIP concrete masonry shells (deck, brush curbs, approach slabs, etc.) and will be detailed in plan and section views. Reinforcing Schedule Sheets will be developed and included in the plan set.

3.04 Develop 95% Quantity Calculations

Quantities will be calculated from the PS&E Plans. Preliminary Summary of Quantity Sheets will be updated following the NHDOT's PS&E checklist. The Department will utilize these quantities in development of their construction estimate. No Engineer's Estimate will be included, but estimated costs for unit items will be provided.

3.05 Complete Bridge Load Capacity Rating and Form 4

This work consists of completing a live load capacity rating analysis for the beams and deck slab. "As-Designed" capacity rating calculations will be prepared using a HL-93 live load and summarized on a Bridge Load Capacity Summary Sheet (NHDOT Form 4).

3.06 Develop Final Specifications

This task will include developing any required Special Provisions for the contract and providing supplemental information for the Prosecution of Work and Traffic Control Plan as required.

3.07 Utility Coordination

The work to rehabilitate the substructures and replace the superstructures may require support systems incorporated into the superstructures and substructures. GM2 will assist the Department in refining efforts with the utility companies that have facilities along the corridor.

3.08 PS&E Submission

PS&E Plans, Specifications, and Quantities will be assembled and delivered to the Department for review and comment. A PDF of the construction plans will be submitted along with a PDF of updated quantity calculations, any required Special Provisions, and a list of any outstanding issues with recommended resolutions.

4.00 Contract Drawing Phase (100%) Roadway & Bridge

4.01 Address 95% Submission Comments

GM2 will address the 95% Submission Comments received from the Department and revise the plans, specifications and quantities as required.

4.02 Draft Contract Plans

Final Plans, Specifications, and Quantities will be assembled and delivered to the Department for review and comment. A PDF of the construction plans will be submitted along with a PDF each of updated quantity calculations and any required Special Provisions.

4.03 Contract Plans

Comments received from the Draft Contract Plans will be addressed to complete the Contract Documents for the project. One (1) hard copy of the signed and stamped Front Sheet, a PDF set of the construction plans, and a PDF of the final Quantities Book will be submitted.

4.04 Electronic Submission

Compilation of the electronic files including all Final MicroStation files and PDF's of the full plan set, each individual sheet, CAD/D Project Journal, MicroStation Drawing List, quantities (2 separate PDF's broken out between Final Pay Items and non-Final Pay Items), calculations, Form 4, and Form 4 calculations will be delivered to the Department on a disk.

5.00 Environmental Coordination

5.01 Additional Data Collection



Since the project was initially assumed to not require a Wetlands Permit, the Part "A" Scope of Work included wetland delineation, but no stream crossing assessment or wetland summary report. Since the project is now anticipated to require in-water work and a Wetlands Permit, these items are included in the final design scope since they will be needed for the permit application.

It is assumed that additional wetland delineation is not required for the proposed traffic control areas at the northern and southern edges of the project. The project area covered under the wetland delineation completed by GM2 in 2022 is assumed to be adequate for the potential impact areas near the bridges.

A site visit will be conducted by GM2 to collect stream crossing field data for the Cocheco River in accordance with Env-Wt 900. While on site, US Army Corps of Engineers (USACE) wetland delineation data forms (paired wetland and upland data plots) will be completed since these were not included in GM2's Part "A" scope.

The wetland delineation (completed in 2022) and stream crossing assessment will be summarized in a report that is stamped by a Certified Wetland Scientist (CWS) with a current NH certification, which includes the location of the features, classifications of wetlands present within the project area, descriptions of the each wetland's hydrology, soils and vegetation, flagging number system of each delineated feature, photographs, functions (including NHDES Wetlands Functional Assessment Worksheets), Wetland Determination Data Plot Forms with paired upland and wetland data plots, and NHDES Stream Crossing Form.

5.02 Wetlands Permit

GM2 will prepare the wetland permit application and plans in accordance with NHDOT's Required Order of Application. A Minor or Major Impact classification is assumed. The application items will include:

- Wetlands Permit Application form
- USGS Location Map
- Supplemental narratives
- Standard Dredge and Fill Permit Application Attachment A
- Functional Assessment Worksheet(s)
- Information required by Env-Wt 900, Stream Crossing Rules
- Mitigation coordination summary, if required
- Wetland Impact Plans that include the information required by Env-Wt 311.05. It is assumed that 12 sheets will be required: one (1) Front Sheet, two (2) Standard Symbols sheets, two (2) Existing Conditions Plans, two (2) General Plans, two (2) Wetland Permit Impact Plans, two (2) Erosion Control Plans, and one (1) Erosion Control Strategies Sheet. The plan package will also include bridge details, drainage note sheets, traffic control notes, and a preliminary construction schedule. Wetland Impact Plans will be submitted following the incorporation of the Department's Slope & Drain comments.
- NHB review and IPaC supporting documentation (updated documentation will be requested as necessary)

- Cultural Resource Coordination
- Photographs of impact areas
- US Army Corps of Engineers (USACE) Appendix B

A draft of the application and plans will be provided to NHDOT for review in accordance with NHDOT's Required Order of Application. GM2 will address NHDOT comments on the draft application and plans and submit 8 paper copies of the final application to NHDOT for submittal to NHDES. GM2 will also prepare a response and update plans if a Request for More Information (RFMI) is received by NHDES.

5.03 Shoreland Permit

GM2 will prepare the Shoreland Permit application and plans. A Standard Permit application is assumed; however, a Permit by Notification (PBN) will be completed if the project meets this criteria. The application items will include:

- Application form
- Supplemental narratives
- Photographs
- USGS Location Map
- NHB Review
- Shoreland Permit Plans. It is assumed that up to 16 sheets will be required: one (1) Front Sheet, two (2) Standard Symbols sheets, two (2) Existing Impervious Plans, two (2) Proposed Impervious Plans, two (2) Impact Plans, two (2) Natural Woodland Buffer Plans, two (2) Planting Plans (if necessary), and two (2) Erosion Control Plans (to be prepared under Task E.2), and one (1) Erosion Control Strategies Sheet

Tree counts for grid segments within the 50-foot Waterfront Buffer will be completed if necessary.

A draft of the application and plans will be provided to NHDOT for review. GM2 will address NHDOT comments on the draft application and plans and submit 2 paper copies of the final application to NHDOT for submittal to NHDES. GM2 will also prepare a response and update plans if a Request for More Information (RFMI) is received by NHDES.

5.04 Essential Fish Habitat Assessment

Since the project may require in-water work during construction, it is assumed that an Essential Fish Habitat (EFH) assessment may be needed. If necessary, GM2 will prepare an EFH Assessment Worksheet and provide it to NHDOT for submittal to the National Marine Fisheries Service (NMFS).

5.05 Limited Reuse Soil (LRS) Quantities

GM2 will determine the quantity of LRS to be generated during construction and determine the ability, due to quantities and any applicable construction phasing, to reuse the LRS within the project limits. It is assumed that all LRS generated on this project will be used within the limits of this project. If required, a LRS Soils Management Plan (SMP) will be prepared by others.

6.00 Construction Support Services

6.01 Construction Administration

GM2 will respond to RFIs during the bidding period and during construction as required along with responding to field questions from the Department. GM2 will develop design and details for any field modifications as required.

6.02 Shop Drawing Review

GM2 will review shop drawings for the structural steel, bearings, deck panels, expansion joints, temporary supports, false work, temporary water control/treatment, steel bridge rail and bridge approach railing, and reinforcing steel.

7.00 Meetings

7.01 Design Meetings

It is anticipated that there will be four (4) design meetings to discuss and refine the design plans throughout Final Design and the Final Issues Meeting to review Contract Documents and Estimate. It is assumed that two (2) GM2 representatives will be at each meeting. All meetings are assumed to be at NHDOT in Concord. GM2 will be responsible for meeting minutes.

7.02 Natural Resource Agency Coordination Meetings

GM2 will attend up to two (2) virtual NHDOT Natural Resource Agency Coordination Meetings. It is assumed that two (2) GM2 representatives will be at each meeting. The PowerPoint presentations and meeting minutes will be prepared by GM2.

7.03 Traffic Control Committee Meetings

GM2 will attend up to three (3) virtual Traffic Control Committee Meetings. It is assumed that two (2) GM2 representatives will be at each meeting. NHDOT will present and provide the PowerPoint presentation. GM2 will be responsible for meeting minutes.

8.00 Project Administration

8.01 Progress Reports

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

8.02 Schedule

A project schedule will be developed and updated as needed during the design development with input from the Department. It is anticipated that the design portion of Final Design of this project will be completed in 2024.

Direct Expenses – Travel

It is assumed there will be no meetings in Dover during Final Design. However, three (3) field review meetings with two (2) GM2 representatives are included. Also included are four (4) trips to observe the geotechnical boring operations (if needed).

Direct Expenses – Printing

Estimated costs for presentation paper, copying cost for reports, and project plans are included in this item.

Assumptions

- The horizontal and vertical alignments will be established as a “best fit” to match the existing mainline roadway. The bridge will be a 2% grade to replicate the existing condition.
- Drainage design is not included. There is no anticipated modifications to the existing closed drainage. It is expected that the existing sheet flow to vegetated slopes will remain. No water quality enhancement is anticipated.
- The project will involve less than 50,000 square feet of ground disturbance and will not be subject to NHDES Alteration of Terrain Rules.
- Dover is an MS4 Community. Since there is no anticipated modifications to the existing drainage or point source discharges, MS4 compliance is not anticipated to be required.
- Preparation of a Stormwater Pollution Prevention Plan is not included; however, appropriate erosion control items and quantities will be developed and included in the Quantity Summary Sheets.
- NHDOT will review and approve all temporary and permanent construction signing including Sign Text Layout Sheets and Quantity Summary tables included in the plan set.
- NHDOT will provide any Smart Work Zones plans and quantities for inclusion into the plan set.
- Lighting design is not included. NHDOT will provide any necessary temporary and permanent highway lighting plans and quantities for inclusion into the plan set.
- Landscaping design is not included. NHDOT will provide any necessary landscaping sketches, layouts, and quantities for inclusion into the plan set.
- Noise or air quality work is not included.
- No studies of relocation of the Dover Community Trail are included. Any need for short term closures will be defined in the Prosecution of Work.

- No Right of Way (ROW) research or monumentation is included as it is assumed all construction and construction access is within the existing ROW.
- No hydraulic studies or scour analysis are required.
- No proposed signing is anticipated. All impacted signs will be removed and relocated. No sign face design included.
- No Design Report included as no Engineering Report was developed during the Preliminary Design Phase.
- No Engineer's Estimate is included, but estimated costs for unit items will be provided. The Department will use the quantities to estimate construction costs.
- NHDOT will be responsible for the utility coordination.

Attachment 2

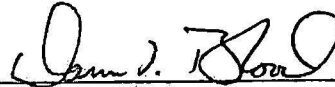
**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(b)(4)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

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

10-2-2023

(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

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

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

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

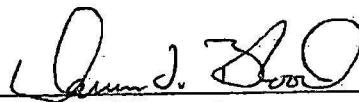
except as here expressly stated (if any):

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

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

10-2-2023

(Date)



(Signature)

Attachment 4

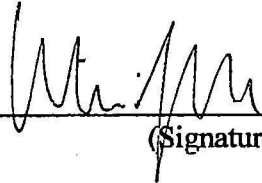
CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

except as here expressly stated (if any):

10/26/23
(Date)


(Signature)

Attachment 5

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

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

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

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

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

Attachment 6

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

Consultant

WITNESS TO THE CONSULTANT

By: Laurie A. Davis

Dated: 10-2-2023

CONSULTANT

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

(TITLE)

Dated: 10-2-2023

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Natasha Tule

Dated: 10/26/23

THE STATE OF NEW HAMPSHIRE

By: Mr. [Signature]

Director of Project Development
DOT COMMISSIONER

Dated: 10/26/23

Attorney General

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

Dated: 10/27/2023

By: [Signature]
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:
By: _____
Secretary of State

State of New Hampshire

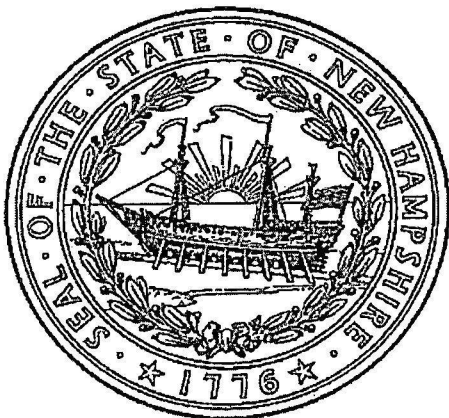
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GM2 ASSOCIATES, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on May 04, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 346216

Certificate Number: 0006286253



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of July A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF AUTHORITY

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

Headquarters

115 GLASTONBURY BLVD
GLASTONBURY CT 06033
860.659.1416

10 CABOT RD
SUITE 101B
MEDFORD MA 02155
617.776.3350

6 CHESTNUT ST
SUITE 110
AMESBURY MA 01913
978.388.2157

27 JEFFERSON ST
TAUNTON MA 02780
508.824.6609

197 LOUDON RD
SUITE 310
CONCORD NH 03301
603.856.7854

200 MAIN ST
PAWTUCKET RI 02860
401.726.4084

12802 TAMPA OAKS BLVD
SUITE 110
TAMPA, FL 33637
813.459.1173

Under resolutions duly adopted and ratified by the Board of Directors (the "Board") of the Corporation on October 2, 2023 in accordance with the constituent charter and By-Laws of GM2, which have not in any way been modified, repealed or rescinded subsequently, but remain in full force and effect, it was resolved:

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

Dated at Glastonbury, Connecticut this 2nd day of October 2023.

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



Workers Compensation And Employers Liability Insurance
Policyholder Notice

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)

Policyholder Notice; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 7 36299449

Policy Effective Date: 01/01/2023

Policy Page: 9 of 113



CNA PARAMOUNT

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

0002002170362994212816





JAN05'22 PM 12:44 P

41
2021

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Bridge Design
November 12, 2021

REQUESTED ACTION

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

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

	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
04-096-96-961017-7025			
Turnpike Renewal & Replacement			
046-500464 Gen Consultants Non-Benefit	\$200,000.00	\$300,000.00	\$23,631.44

EXPLANATION

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

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, and 228:5-a, and all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and Administration" dated August 25, 2017. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (Chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

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

comprehension of the assignment, clarity of proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. A compilation of the completed individual rating ballots and ranking summary form is attached. The individual rankings were then totaled to provide an overall ranking of the three (3) firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of twelve (12) consultant firms that were considered for this assignment, with the three (3) short listed firms shown in **bold**, is as follows:

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

(* = selected firm)

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

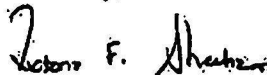
GM2 Associates, Inc. has agreed to furnish the required services for a total amount not to exceed \$523,631.44. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

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

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

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

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

DESCRIPTION:

This Project includes preliminary design, public involvement process, final design, and associated environmental & cultural services for rehabilitation or replacement of the existing bridges carrying NH 16 (Spanning Turnpike) over the Cocheco River in the City of Dover. Constructed in 1957, and rebuilt in 1991, the bridges are four-span, 267-foot long, steel IHC bridges with each having a total width of 41.33 feet and a rail-to-rail width of 36.5 feet. These bridges are on the Department's State Red List of deficient structures and have a target advertising date in fiscal year 2021 in the Draft 10 Year Plan. Scope of work may include: Create alternative analysis from Bridge Rehabilitation Study by AECOM Technical Services, Inc. dated November 2018; Core and test the abutment, pier, and superstructure concrete, if necessary; Design a replacement or rehabilitation of the existing bridge that addresses the concerns associated with the bridge structure; Environmental investigations to prepare and complete all appropriate environmental documentation and all necessary permitting; Roadway Design associated with the bridge rehabilitation or replacement effort; Traffic Control evaluation and design; Provide final bridge load rating, including NHDOT Bridge Rating Form 4; Public involvement support services; Re-establish Existing Right-of-Way; and Construction support services. Environmental efforts are needed to prepare and complete all appropriate environmental documentation including cultural resource investigations and permitting to satisfy Federal and State requirements. The Consultant will also be required to assist the Department in the public involvement process. This work will require Professional Engineer and Land Surveyor licensure in the State of New Hampshire.

	T	R
	O	A
	A	N
	L	K

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

EVALUATION OF TECHNICAL PROPOSALS

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

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

EVALUATION OF TECHNICAL PROPOSALS

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

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

EVALUATION OF TECHNICAL PROPOSALS

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

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

EVALUATION OF TECHNICAL PROPOSALS

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

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

EVALUATION OF TECHNICAL PROPOSALS

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

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

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations

Scoring of Firms

Rating Considerations	Scoring of Firms						
	W E I G H T	D u l l i e n & K i n g, I n c.	G S I 2 A s s o c i a t e s, I n c.	H a r d e y & H u z o v e r, L L C			
Comprehension of the Assignment	20%	17%	19%	18%			
Clarity of the Proposal	20%	17%	18%	18%			
Capacity to Perform in a Timely Manner	20%	18%	17%	18%			
Quality & Experience of Project Manager/Team	20%	17%	18%	17%			
Previous Performance	10%	7%	9%	8%			
Overall Suitability for the Assignment	10%	7%	9%	8%			
Total:	100%	83%	90%	87%			

Ranking of firms: 1. GS12 Associates, Inc. 4. #N/A
 2. Hardy & Huzeover, LLC 5. #N/A
 3. Dulien & King, Inc. 6. #N/A