

April 21, 2024

Joel McCarty, Selectman
Town of Alstead
15 Mechanic Street
Alstead, New Hampshire 03602

Re: Professional Services Agreement – Design, ROW and Bid Phases
Comstock Road over Darby Brook, Alstead, NH
NHDOT Bridge No. 046/141, NHDOT Project No. 40661, Federal Project No. X-A005(222)

Dear Mr. McCarty:

In response to your request, we have prepared a proposal for the above-referenced project which is described in detail in the enclosed Agreement for Professional Services (Agreement). Please review the Agreement and confirm our understanding of the project and that the necessary engineering services match your understanding and needs.

Important Note: ***Review and approval of this proposal by the NHDOT is required prior to execution by the Town.***

Once NHDOT approval is received, if the proposal is acceptable to you, please fill in the date on Page 1 and execute the Agreement on Page 7 and return one executed copy to Hoyle Tanner for our files. Please retain one executed copy for your files.

Should you have any questions please feel free to contact me at (603) 867-0733 or jbicja@hoyletanner.com. We look forward to serving you on this important project.

Sincerely
Hoyle, Tanner & Associates, Inc.



Josif Bicja, PE
Project Manager

Enclosures

AGREEMENT FOR PROFESSIONAL SERVICES
COMSTOCK ROAD OVER DARBY BROOK, ALSTEAD, NH
NHDOT BRIDGE NO. 046/141, NHDOT PROJECT NO. 40661, FEDERAL PROJECT NO. X-A005(222)

This is an agreement between The Town of Alstead, New Hampshire (Client) and Hoyle, Tanner & Associates, Inc. (Consultant) for professional services for the Client's project which is generally described as **Comstock Road over Darby Brook, NHDOT Bridge No. 046/141**. The Consultant's services under this agreement are generally described as follows: **preliminary and final design, environmental and NEPA permitting, right-of-way (ROW) services, preparation of bidding documents, and assisting the Town in advertising the project to prospective contractors.**

The effective date of this Agreement is 5.28.24. Client and Consultant further agree as follows:

Article 1: Scope of Services

Consultant shall provide the services set forth in Exhibit A.

Article 2: Client's Responsibilities:

Client shall provide to Consultant all of Client's criteria and information as to requirements for the Project including objectives, constraints, performance requirements, and budgetary limitations.

Client shall provide Consultant with all information available to Client pertinent to Consultant's work under this Agreement. Client shall assist Consultant as necessary to obtain available pertinent information from Federal, State or local offices or from other engineers or others who have previously worked for Client on matters affecting this Project. Client shall also make available all information Client may have relative to concealed, subsurface, soil, and other conditions that are not apparent from visual, non-invasive, and non-destructive observations of the applicable site.

It may be necessary for Consultant's personnel and/or subconsultants to enter areas of the Project property. Client shall arrange for and provide Consultant with access to such areas on a timely basis.

Client shall examine all documents prepared for the Project by Consultant; and at Client's option, obtain advice from legal counsel, insurance counsel, and other appropriate advisors, and advise Consultant of any opinion or recommendations resulting from said advice.

Client shall give prompt written notice to Consultant whenever Client becomes aware of anything that would have a significant effect on the scope or timing of Consultant's services.

Client shall bear all costs related to compliance with this Article of this Agreement.

If Client engages a construction manager or any other professionals for the Project in addition to Consultant; Client must define the duties and responsibilities of each professional services provider.

During the construction of the project it is recommended Client or his/her designated representative, other than Consultant, attend the following meetings: Pre-construction bid meeting, bid opening, pre-construction conference, construction progress meetings, and Project completion meetings.

Client shall advise Consultant of any safety or security programs which may be applicable to Consultant during Project site visits.

Client shall make decisions and perform other Client responsibilities in a timely manner so as not to delay Consultant's performance of services.

Client's responsibilities may include those agreed upon and identified in Exhibit A.

Article 3: Schedule

Consultant is authorized to begin providing services on the effective date of the Agreement. Consultant shall perform services in conformance with the schedule guided by and subject at all times to sound judgment and practice in accordance with law and professional ethics.

If the schedule changes or orderly progress of services is impaired through no fault of Consultant; the schedule for services shall be adjusted and compensation may be adjusted by amendment to this Agreement.

Specific schedule requirements for providing services may be provided in Exhibit D.

Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control or without its negligence.

Article 4: Compensation and Payment for Services

Consultant shall charge for all services requested by Client and rendered by Consultant in connection with the Project in strict accordance with the conditions set forth in this Article of the Agreement.

The charges made by Consultant under this Article and the payment of said charges by Client shall constitute full compensation for all expenses incurred by Consultant in connection with the services rendered including F.I.C.A. taxes, Federal and State unemployment taxes, costs in connection with employees' benefits, office expenses, supplies, and equipment, the general costs of doing business, and Consultant's profit; and Subconsultants engaged by Consultant for the Project, if any.

Consultant's compensation for services and the method of compensation shall be as described in Exhibit C.

Consultant shall prepare and submit monthly applications for payment for services completed under this Agreement.

Invoices shall be Consultant's standard form or other form approved by Client. Invoices are due within thirty (30) days of receipt by Client.

If payments are not made on time, Consultant may suspend services under this Agreement, after giving Client seven (7) day written notice, until payment is received by Consultant. Client waives any and all claims against Consultant due to such suspension of services and agrees to appropriate adjustments to the Project schedule and Consultant's schedule.

Client may withhold payment of a disputed invoice; however, Client must advise Consultant promptly of the reason for doing so and Client agrees to process and pay any portion of the invoice which is not in dispute. Client shall not withhold payments based on damages that Client has incurred or alleges that it has incurred unless Consultant has been adjudged liable for such damages and failed to compensate Client accordingly within 30 days of such determination.

Article 5: Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Article 6: Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction costs are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

Article 7: Compliance with Laws and Regulations

Consultant shall review codes, regulations, and laws applicable to Consultant's services and shall exercise professional care to design in compliance with all applicable codes, regulations and laws in effect as of the effective date of this Agreement. Consultant cannot warrant that the applicable interpreting or enforcing authority will similarly interpret such requirements.

If such codes, regulations and laws change during the project and are imposed during the project by government authorities with jurisdiction over the project, such changes may require changes to the Consultant's scope of services, schedule and compensation.

Article 8: Underground Facilities

The location of underground facilities may be required in order to perform subsurface explorations for the project and the location of underground facilities may be shown on the construction Contract drawings.

Unless otherwise provided, Client shall provide Consultant with the locations of underground facilities, structures and utilities. If the locations are not known, are inaccurate or cannot be confirmed, Client accepts and retains all risk of damages or losses resulting from the exploration work.

Consultant will take reasonable precautions to avoid damage to underground facilities and shall coordinate the locations of such facilities with known owners of the facilities.

The information shown on the construction Contract drawings with respect to underground facilities shall be based on information furnished by the facility owners to the Client and Consultant and Consultant shall not be responsible for the accuracy or completeness of such information.

If conditions or locations of underground facilities are found to be different during construction appropriate adjustments, if any, shall be made in accordance with the provisions of construction Contract.

Article 9: Construction Phase Services

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any Contractor, Subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Consultant, including the resident project representative if provided, does not assume any responsibility for the Contractor's failure to perform the construction in accordance with the Contract documents.

Site visits and observations by Consultant are intended to provide Client greater confidence that the completed work by the Contractor will conform to the Contract documents; and site visits are not detailed inspections and do not extend to every aspect of the Contractor's work.

Article 10: Design without Construction Phase

Consultant and Client agree that if Consultant's services do not include construction phase services, Client or Client's designated agent shall be solely responsible for interpretation of the Contract documents and observing the work of the Contractor to discover, correct and mitigate errors, inconsistencies or omissions and if Client authorizes deviations from Consultant prepared documents or if conditions are discovered that are not accounted for in the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents and employees harmless from and against claims, losses, damages and expenses, including but not limited to defense costs and time of Consultant, to the extent such claims, loss, damage or expenses arise out of or results in whole or in part from such deviations, regardless of whether or not such claims, loss damage or expense is caused in part by a party indemnified under this provision.

Article 11: Use of Documents and Ownership of Electronic Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service. Consultant grants Client a license to use instruments of Consultant's

professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Documents that may be relied upon by Client are limited to those that are signed or signed and sealed by Consultant, which may be in electronic or hardcopy format in conformance with professional engineering practice regulations in effect in project jurisdiction. Any conclusion or information obtained or derived from such other documents will be at the user's sole risk.

When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Article 12: Insurance

Consultant procures and maintains insurance as set forth in Exhibit B. Consultant shall cause Client to be an additional insured on any applicable general liability insurance policy of the Consultant. Consultant shall provide Client reasonable written notice of changes to any policy.

Client shall procure and maintain workers' compensation insurance, employer's liability insurance, general liability insurance, excess or umbrella liability and automobile liability insurance. Client shall cause Consultant and its subconsultants to be additional insureds on any general liability policies and as loss payees on any property insurance policies of Client applicable to the projects.

Client shall require Contractor to carry workers' compensation, general liability, property damage, motor vehicle damage and injuries and other insurances to protect Client and Consultant and subconsultant; and Client shall require Contractor's policies to cover Consultant and its subconsultants as additional insureds.

Client may request Consultant and/or subconsultants provide and maintain additional insurance coverage, at the expense of client.

Article 13: Suspension and Termination

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Article 14: Indemnification and Limitation of Liability

To the fullest extent permitted by law, Consultant shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by

third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify Consultant, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

Article 15: Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Article 16: Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Further, Consultant has no responsibility for the handling, identification, remediation, or presence of any hazardous materials at the site.

Article 17: Controlling Law

This Agreement shall be governed by the laws of the State of New Hampshire.

Article 18: Successors and Assigns

Client and Consultant each binds itself, its partners, successors, executors, administrators and assigns, to the other party of the Agreement and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this Agreement.

Except as above, neither Client nor Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other party hereto.

Nothing in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of the services of this Agreement.

Article 19: Severability


If any of the terms and conditions of this agreement are deemed unenforceable or invalid, in whole or in part, by judgment or order of a court, that shall not affect the remaining terms and conditions of the Agreement and they shall remain in full force and effect.

Article 20: Waiver of Provisions

Non-enforcement of any provision of this Agreement by Client or Consultant shall not constitute a waiver of that provision; and non-enforcement shall not prohibit subsequent enforcement of the provision or any other provision of the Agreement.

ACCEPTANCE

For Hoyle, Tanner & Associates, Inc.:

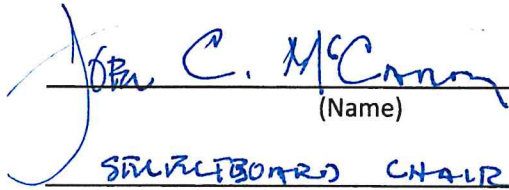


Josif Bicija, PE
Vice President

April 20, 2024
(Date)

For The Town of Alstead, New Hampshire

PLEASE PROCEED WITH THE PROJECT AS INDICATED.



(Name)
SALVAGE BOARD CHAIR

(Title)

5.28.24
(Date)

EXHIBIT A
Scope of Services

Preliminary Design Phase

Consultant shall:

- P-1. Start project utility coordination, have one meeting and distribute potential conflict plan to impacted utilities.
- P-2. Perform a site visit to observe existing conditions and obtain limited existing data with GPS equipment (field measurements, photography, etc.).
- P-3. Prepare and submit a NHDES Standard Dredge and Fill Permit application for the permit to construct the project.
- P-4. Attend and present the project at one NHDOT Natural Resource Agency Coordination meeting (virtual). Develop and submit the Agenda Item Request Form to NHDOT prior to meeting. Prepare meeting presentation and graphics. Prepare meeting minutes and submit to the NHDOT.
- P-5. Perform updated database searches of the New Hampshire Natural Heritage Bureau (NHNHB) Online Databack Tool for the presence of any known rare species and exemplary natural communities and the US Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) for federally listed species in the vicinity of the project site. Perform a database search of the New Hampshire Department of Environmental Services (NHDES) OneStop Data Geographic Information for presence of known hazardous waste sites in the vicinity of the project.
- P-6. Coordinate as needed with USFWS and NHNHB to receive agreement from each respective agency regarding listed species.
- P-7. Coordinate with NHDOT Labor Compliance for Environmental Justice to establish locations of low-income, minority populations within the project area.
- P-8. Prepare NHDOT/FHWA Programmatic Categorical Exclusion document in accordance with the National Environmental Policy Act (NEPA) and submit to the NHDOT. Respond to comments from NHDOT through issuance of Environmental Commitments Memo.
- P-9. Prepare a NHDOT Traffic Control Committee (TCC) form and submit to the TCC.
- P-10. Prepare Preliminary Plans and design calculations, refine an Estimate of Probable Project Costs, and submit to the NHDOT and Client for review and comment.
- P-11. Provide overall project management including scheduling, client coordination and allocation of resources.
- P-12. Monitor the Project Specific Quality Assurance Plan for the project in accordance with Hoyle Tanner's Quality Control Plan.

Right-of-Way Phase

Consultant shall:

- R-1. Verify property ownership of the following parcels which are expected to be impacted:
 - a. Map 12/Lot 13H
 - b. Map 12/Lot 13K
 - c. Map 25/Lot 49
 - d. Map 25/Lot 50
- R-2. Notify in writing and meet with property owners to discuss property impacts (2 in-person meetings).
- R-3. Prepare Waiver Valuation to determine the value of the easement area and submit to the NHDOT for review and approval for the following parcels:
 - a. Map 12/Lot 13H
 - b. Map 12/Lot 13K
 - c. Map 25/Lot 49
 - d. Map 25/Lot 50
- R-4. Upon approval of the Waiver Valuation by NHDOT, prepare documents to make offers to the property owners.
- R-5. Meet with property owners, review impacts to the properties and make offers (2 in-person meetings).
- R-6. Negotiate with the property owners to get final acceptance of the offers. Town obtains and cuts check to all property owners.
- R-7. Prepare acquisition documents and submit to the Client for review.
- R-8. Meet with property owners to execute the acquisition document (2 in-person meetings).
- R-9. Coordinate with a subconsultant to prepare four recordable easement plans showing the areas of impacts to each impacted parcel.
- R-10. Record the acquisition documents and recordable plans to the Cheshire County Registry of Deeds.

Final Design Phase

Consultant shall:

- F-1. Attend one meeting with Client to review our preliminary submittal and obtain review comments.
- F-2. Continue project utility coordination, have one meeting with impacted utilities.
- F-3. Prepare Final Plans, Specifications, final design of the bridge and an Estimate of Probable Construction Costs and submit to the NHDOT and Client for review and comment.

- F-4. Prepare and submit Utility and Railroad Certificate.
- F-5. Develop a Quality Assurance Program for the project.
- F-6. Provide overall project management including scheduling, client coordination and allocation of resources.

Bid Phase

Consultant shall:

- B-1. Prepare and provide Client with an “Advertisement for Bids” and assist Client with advertising the project for construction.
- B-2. Distribute sets of contract documents to the Client and construction reporting agencies; and upload to Hoyle, Tanner online bid portal for prospective bidders and maintain records of prospective bidders and bid documents issued.
- B-3. Attend and conduct a pre-bid meeting at Client offices.
- B-4. Issue one addendum (if necessary) to interpret or clarify bidding documents.
- B-5. Attend Bid Opening through the Hoyle Tanner online bid portal and receive bid documents.
- B-6. Review bids, bid bonds and other bid documents submitted for compliance with bid requirements. Prepare a bid summary and assist Client with evaluation of bids.
- B-7. Prepare Notice of Award for Client signature and issuance to the Contractor.
- B-8. Review contractor bonds and certificates of insurance for compliance with Contract Documents.
- B-9. Prepare and distribute Agreement between Client and Contractor.

Assumptions

Consultant assumes:

- A-1. This phase of the project will be completed simultaneously with the Alstead 40649 – Hill Road over Darby Brook (NHDOT Bridge No. 059/134) and site visits will be combined for both projects.
- A-2. Hoyle Tanner’s performance under this contract will be in general conformance with the version of the NHDOT’s “Design Procedures for Municipally-Managed State Bridge Aid Program Projects” in effect at the time of Hoyle Tanner’s date of acceptance (signature). Should a revised version of the procedures be issued during the duration of the project and new requirements be enforced, Hoyle Tanner may renegotiate the fee to perform additional services associated with the revisions.
- A-3. The design will be based upon the recommended alternative presented in our approved Engineering Study for the project dated January 2024.
- A-4. A performance-based specification will be prepared for the Contractor to design and detail the

new bridge, wingwalls and foundation elements. Hoyle Tanner will coordinate with fabricators during design to determine geometric layout and conceptual details to include in the contract drawings.

- A-5. The project will be classified as a “Non-Significant” project by the NHDOT Traffic Control Committee (TCC) and no further meetings or paperwork will be required by the TCC.
- A-6. The value of the impact at each of the parcels listed below are expected to be under \$10,000 each. If the value of impact is greater than \$10,000, property appraisals are required, Hoyle Tanner will submit a fee amendment and solicit bids from a minimum of three certified appraisal firms to perform the appraisals. It is assumed NHDOT will independently review the appraisals.
- a. Map 12/Lot 13H
 - b. Map 12/Lot 13K
 - c. Map 25/Lot 49
 - d. Map 25/Lot 50
- A-7. A Programmatic Categorical Exclusion checklist will be prepared per FHWA/NHDOT requirements. Preparation of a Categorical Exclusion (CE)/Section 4(f) document will satisfy NEPA requirements; preparation of any documentation beyond this level (i.e., EA or EIS) will require a contract modification. Air quality or noise investigations will not be necessary and are not included. Coordination regarding Environmental Justice will not result in identification of low-income or minority populations to the extent that additional public outreach efforts will be required.
- A-8. At this time, the services of a historical, archaeological, botanist or wildlife subconsultant are not included in this proposal based on the work completed to date. Should updated agency coordination result in the need for such, an amendment will be submitted.
- A-9. The contract plans will consist of 26 sheets and will include the following:
- Title Sheet^P
 - Standard Symbols (2 Sheets)^P
 - Project Notes^P
 - Project Notes and Summary of Quantities*
 - Easement Plan^P
 - Roadway Typical Sections^P
 - Roadway Typical Details^P
 - Boring Location Plan
 - Boring Logs
 - Detour Plan
 - Roadway Plan^P
 - Roadway Profile^P
 - General Plan and Elevation^P
 - Site Plan^P
 - Wetland Impacts Plan^P
 - Bridge Layout Plan
 - Precast Concrete Arched Rigid Frame Details (3 Sheets)^P
 - Curb, Bridge and Approach Rail Layout Plan
 - Roadway Cross Sections (3 Sheets)^P
 - T2 Steel Bridge Rail

- T2 Steel Bridge Approach Rail (Steel Posts)

Plans marked with an asterisk (*) will be included in the final submission and are not required for Preliminary Plans.

Plans marked with ^P are required for environmental permitting and will be included in permitting submission.

- A-10. The Client will be provided with a total of three paper copies of the preliminary and final plans submittals. NHDOT will be provided with electronic copies of the preliminary and final plans submittals.
- A-11. Budget for our subconsultant, Doucet Survey, LLC is set at \$5,000 to prepare project easement plans. The client will be billed for actual cost of such work.
- A-12. The Quality Assurance Program will follow the guidelines contained in the “NHDOT Quality Assurance Program for Municipally Managed Federal-Aid Projects” and will generally include the following services:
- Preparation of a Quality Assurance Program plan for the project.
 - Preparation of a Construction Project Records Lab Book (Lab Book) which will include the Quality Assurance Program and copies of all field and/or lab test results. The lab book will also include copies of testing technician’s credentials and photographic ID.
 - Administration of subconsultants to complete the required testing for the project.
 - Precast concrete plant inspection.
 - Off-site earthwork material sampling and testing and on-site testing.
 - On and off-site concrete testing.
 - Asphalt
 - The quantity of Hot Mix Asphalt used on roadways is less than 500 tons, therefore no sampling and testing is required.
- A-13. Hoyle Tanner will not be required to coordinate, administer, document or apply for any Public Interest Findings (PIF’s) on behalf of the Client. If any PIF’s are required, an amendment to this Agreement may be required.
- A-14. NHDES Standard Dredge and Fill Permit is the only required permit for this project.
- A-15. At this time the application fee for the NHDES Wetlands Standard Dredge application is not known. The fee will depend on the area of impact and will be paid directly by the Client.
- A-16. Roadway Drainage design shall consist of sheet flow off the roadway, mimicking the existing condition. As the amount of project disturbance is not expected to exceed 50,000 square feet, the project will not require applying for a Site Specific Alteration of Terrain (AoT) permit and will instead be covered by the AoT General Permit by Rule in accordance with RSA 485-A:17. The current fee does not include costs for services relating to Preparation or submittal of a Site Specific AoT permit. As such, a pre and post condition hydrology analysis will not be performed. Structural Best Management Practice (BMP) design services are also not anticipated to be required.
- A-17. A Conditional Letter of Map Revision (CLOMR) is not required.

- A-18. Utility coordination will be completed by Hoyle Tanner. Hoyle Tanner will not be held responsible for lack of cooperation by utility companies. It is assumed that all the cost of relocating or de-energizing utility lines will be borne by the utilities' owners as the utilities are within the Town's ROW.
- A-19. Bidding Requirements, Contract Documents and Technical Specifications developed for the project will be based upon Hoyle, Tanner's standard which is based upon the EJCDC 2018 model documents. Excessive deviations from this standard requested by the Client may require a fee amendment.
- A-20. The proposal assumes a maximum of one minor addendum will be issued.
- A-21. Contract Documents will consist of a bound book entitled "Bidding Requirements Contract Documents and Technical Specifications" and half-size (11" x 17") plans.
- A-22. Should new or revised environmental permitting requirements be enacted subsequent to the execution of this Agreement, the fee may be renegotiated.
- A-23. Construction phase services, such as shop drawing review and periodic site observations or resident engineering services, are not included in this Proposal. We intend to submit a Proposal for shop drawing review services and general coordination after the bid phase services are completed.

Project Specific Client Responsibilities

- CR-1. Coordinate with abutting landowners and obtain written permission for Hoyle Tanner or subconsultants staff to access their property.
- CR-2. Coordinate with abutting landowners and obtain written permissions for the proposed impacts and submission to NHDES as part of the Wetland Permit.
- CR-3. Apply and pay for all permits.
- CR-4. Assist Hoyle Tanner with utility companies' relocation of overhead utility lines.

**Exhibit B
Insurance**

Consultant has the following Insurance coverages:

a.	Workers' Compensation and Employers' Liability	\$ 1,000,000	Each Accident
		\$ 1,000,000	Disease-Each Employee
		\$ 1,000,000	Disease-Policy Limit
b.	General Liability Commercial Package	\$ 1,000,000	Each Occurrence
		\$ 2,000,000	General Aggregate
		\$ 2,000,000	Products- Comp/Op Agg
		\$ 1,000,000	Personal & Adv Injury
		\$ 10,000	Med Exp (any one person)
c.	Umbrella	\$ 10,000,000	Each Occurrence
		\$ 10,000,000	Aggregate
d.	Business Auto (Hired and Non-Owned)	\$ 1,000,000	Combined Single Limit Per Accident
e.	Professional Liability	\$ 5,000,000	Per claim
		\$ 5,000,000	Annual Aggregate

EXHIBIT C
Compensation for Services

Client shall pay Consultant for services set forth in Exhibit A and in accordance with the provisions of Article 4 of this Agreement as follows:

Preliminary Design Phase (P-1 through P-12)	\$ 130,881.00	Lump Sum
Preliminary Design Phase Expenses	\$ 480.00	Estimated
ROW Phase (R-1 through R-10)	\$ 32,835.00	Estimated
Final Design Phase (F-1 through F-6)	\$ 76,331.00	Lump Sum
Final Design Phase Expenses	\$ 127.00	Estimated
Bid Phase (B-1 through B-9)	\$ 7,221.00	Lump Sum
Bid Phase Expenses	\$ 190.00	Estimated
Total Compensation	\$ 248,065.00	

Consultant shall notify Client if the scope of services changes to the extent that the compensation needs to be adjusted and, if needed, negotiate an appropriate fee adjustment with Client.

Lump sum amounts include compensation for the Consultant's services and the services of the Consultant's subconsultants unless subconsultant fees are specifically identified as separate.

Reimbursable expenses such as transportation, postage, telephone, fax, printing and rental equipment are included in the lump sum amounts unless specifically estimated and identified as separate compensation.

Consultant shall bill Client based on the Consultant's estimate of the percentage of the services completed during the billing period.

NHDOT FUNDING SUMMARY

The following is a summary of the total project costs to date:

	State/Federal	Local	Total
Preliminary Engineering (PE)			
Engineering Study Phase ¹	\$57,272.00	\$14,318.00	\$71,590.00
Preliminary Design Phase ²	\$105,088.80	\$26,272.20	\$131,361.00
ROW Valuations/Eng. ²	\$26,268.00	\$6,567.00	\$32,835.00
Final Design Phase ²	\$61,166.40	\$15,291.60	\$76,458.00
Bid Phase ²	\$5,928.80	\$1,482.20	\$7,411.00
PE Total	\$255,724.00	\$63,931.00	\$319,655.00
ROW Total ³	\$12,000.00	\$3,000.00	\$15,000.00
Construction (CON)			
Construction Cost ⁴	\$1,128,380.00	\$0	\$1,128,380.00
Construction Engineering ⁴	\$170,000.00	\$0	\$170,000.00
TOTAL	\$1,566,104.00	\$66,931.00	\$1,633,035.00

¹ Complete

² Fee Estimate included in the Proposal

³ Assumed by Consultant

⁴ Based on estimate in Engineering Study performed by Consultant

**EXHIBIT D
Schedule**

Consultant shall perform the services indicated in Exhibit A in conformance with the following:

Design Phase Services

- | | | |
|---|-----------|----------|
| • Preliminary Design (P-1 through P-12) | <u>12</u> | Months* |
| • Final Design (F-1 through F-6) | <u>6</u> | Months** |

ROW Phase Services (R-1 through R-10)	<u>12</u>	Months*
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Bid Phase Services (B-1 through B-9)	<u>5</u>	Weeks***
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* From the date of Acceptance (see Page 7 of the Agreement)

** From Approval by Client and NHDOT of Preliminary Documents

*** From Authorization by Client and NHDOT to Proceed