



CITY OF KEENE
PURCHASING & CONTRACT SERVICES
603-352-9800



PURCHASE ORDER

Fiscal Year 2023

Page 1 of 1

Bill To 750
PUBLIC WORKS
CITY OF KEENE
350 MARLBORO STREET
KEENE, NH 03431
603-352-6550

Ship To 750
PUBLIC WORKS
CITY OF KEENE
350 MARLBORO STREET
KEENE, NH 03431

Purchase Order Number **20230036**
Purchase Order Date **08/08/2022**
Department **PUBLIC WORKS**
Required By **08/12/2022**

Vendor 92239
MCFARLAND JOHNSON INC
49 COURT ST
STE 240
BINGHAMPTON, NY 13901

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | DELIVERY REFERENCE |
|---------------------|--------------|---------------|--------------------|--------------------|
| | | 92239 | 77 | |

NOTES

CONTRACT FOR PROFESSIONAL SERVICES

| ITEM # | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|--------|--|----------|-----|----------------|----------------|
| 1 | CONTRACT FOR PROFESSIONAL SERVICES, DESIGN FOR GEORGE STREET BRIDGE OVER BEAVER BROOK GL #: 00000300 - 541020 Project # : E-75J0032A -300 -O -541020 | 1.0000 | EA | \$244,964.1700 | \$244,964.17 |

GL SUMMARY

00000300 - 541020 \$244,964.17


PURCHASING & CONTRACT SERVICES
MANAGER

Total Ext. Price \$244,964.17

Purchase Order Total \$244,964.17

Purchase Order Standard Terms and Conditions

Each Purchase Order ("PO") issued by the City of Keene shall be subject to these terms and conditions. A Vendor's acceptance of a PO shall constitute acceptance of these terms and conditions; provided, however, that to the extent of any conflict between the terms and conditions of this PO and any Agreement between Vendor and the City executed for the same purpose, the terms and conditions of the other Agreement shall apply.

I. ACCEPTANCE & REJECTION - The City reserves the right to cancel this PO if the Vendor fails to effect delivery by the date specified. Further, the City reserves the right to reject any and all goods, equipment, software, or services ("Product") not conforming to specifications even if payment has been made. The Vendor shall bear the cost of rejection and return of non-conforming Product.

II. DEFAULT - If the Vendor fails to deliver in accordance with the terms of the Vendor's offer, the City may procure Product similar to those ordered, in such amount or amounts as may be necessary to satisfy the City's requirements, but not to exceed the amount or amounts specified in this PO. The Vendor shall be liable to the City for any additional costs or expenses.

III. PAYMENT - Unless other written arrangements have been made:

- (1) PAYMENT shall be made net 30 days upon delivery and acceptance of all Product.
- (2) Orders specifying split deliveries, or delivery on an "as needed" basis may be billed per delivery, and payment shall be made net 30 days on the invoice upon delivery and acceptance of the Product.
- (3) Discounts will be applicable on the completion date of order or billing, whichever is later.

On orders specifying split deliveries, discounts will apply to each delivery or billing, whichever is later.

(4) Deviations from these payment terms and conditions will not be allowed after the Vendor has accepted PO without the written consent of the Purchasing & Contract Services Manager.

IV. TAXES - The City is exempt from the payment of taxes. The City will provide proof of tax-exempt status upon request.

V. PATENTS AND COPYRIGHTS - The Vendor guarantees that the Product herein described does not infringe upon any patents or copyrights. The Vendor agrees to defend any claim that may arise with respect to any patent or copyright infringement and indemnify and save the City harmless from any loss, cost and expense incurred by the assertion of any patents or copyright infringement.

VI. DISPUTES - Any disputes between the Parties may be resolved using non-binding mediation or arbitration, the cost and expenses of which shall be shared equally by the Parties. Either party shall have the right to set aside the results of such mediation or decision and to proceed with resolving any dispute through a court with competent jurisdiction located in New Hampshire.

VII. DELIVERY - Unless otherwise stated, all prices are FOB destination. No charge for packing, containers, or drayage will be allowed. All deliveries shall be prepaid, no COD. Do not increase quantities, substitute items, or change prices unless authorized by the Purchasing & Contract Services Manager. All deliveries are to be made to the City as set forth on the PO and in accordance with accepted commercial practices. Deliveries that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly. Deliveries shall be inside the building and accepted on weekdays between 8:00 am and 3:30 pm unless otherwise stated. Delivery arrangements must be made with the ordering department prior to delivery.

VIII. INSURANCE - The Vendor shall, or shall cause any carrier engaged by the Vendor, to insure all shipments of goods for full value. If the PO involves the performance of any work by the Vendor's employees at or on property owned or leased by the City ("City Property"), the Vendor shall furnish to the City a valid certificate of insurance for general liability insurance, naming the City as an additional insured, by written endorsement, without a waiver of subrogation, as it pertains to this PO, in an amount not less than \$1,000,000 per incident or occurrence. The Vendor shall maintain, during the Term of this PO and for so long as Vendor continues Vendor's work on City Property, the following insurance:

A. Commercial General Liability

General Aggregate \$1,000,000

Medical Expense (Any One Person) \$ 5,000

B. Workers Compensation

NH Statutory including Employers Liability

Each Accident/Disease-Policy Limit/Disease-Each Employee

\$100,000/\$500,000/\$100,000

C. Commercial Umbrella

May be substituted by establishing higher limits than required above.

D. General Requirements.

The following conditions shall apply to the insurance policies required herein:

(1) Vendor shall submit certificates of insurance for all coverage required hereunder on the effective date and each anniversary thereof, or at the City's reasonable request, together with such other relevant insurance documentation as the City may reasonably request. Except for Worker Compensation, all the insurance required under this PO shall name the City as an additional insured and all insurance policies and certificates shall include a provision requiring thirty (30) days' written notice to the City by certified mail of any cancellation, material change, or reduction in coverage.

(2) All insurance of Vendor shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for subrogation.

(3) The coverage amounts set forth above may be met by a combination of underlying coverage and umbrella policies so long as the limits in combination equal or exceed those required herein.

(4) Vendor's failure to obtain, procure, or maintain the required insurance shall constitute a material breach of this PO.

(5) Vendor's obligation to hold harmless and indemnify the City shall not be limited by the requirement for, or existence of, insurance coverage.

(6) The City shall have the right to require the Vendor to increase the required insurance limits when, during the term of this PO, minimum limits of liability insurance commonly and customarily applicable to the Product, or with respect to Vendor's general liability, increase beyond the limits set herein.

IX. LABOR CONDITIONS - City is a public entity in the state of New Hampshire; therefore, City and Vendor are subject to any applicable labor and employment provisions of federal and state law with respect to public contracts, including but not limited to prevailing wage rates. All such provisions are incorporated herein by reference and made a part of this PO to the same extent as if they were fully stated in this PO, and shall be complied with by Vendor.

X. INDEPENDENT CONTRACTOR - Vendor is and shall remain an independent contractor to the City. In no event shall any officer, employee, or agent of the Vendor be deemed to be employed by, or under the direction or control of, the City for any purpose.

XI. FORCE MAJEURE - Neither the City nor the Vendor shall be liable for any inability or failure to perform its obligations under this PO due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm, or other act reasonably beyond the control of the Party.

XII. SEVERABILITY - If any term of this PO is held by a court with competent jurisdiction to be invalid or unenforceable, the term shall either be construed in a manner to allow the term to be valid and enforceable, or deleted without thereby voiding the remaining terms of the PO which shall remain valid and enforceable.

XIII. ENERGY STAR® COMPLIANCE - Where applicable, the Vendor shall provide Product that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

XIV. DISADVANTAGED BUSINESS ENTERPRISES - The City hereby notifies all Vendors that disadvantaged business enterprises as defined by federal or state law will be afforded full opportunity to submit estimates, quotations, and proposals to the City.

XV. NON-DISCRIMINATION - This PO obligates the Vendor and the Vendor's subcontractors not to discriminate in employment practices on the grounds of age, sex, gender identity, race, color, marital status, physical or mental disability, religious creed, or national origin of any individual with respect to the Product or work to be provided to the City. Statements as to non-discriminatory practices may be requested from the Vendor.

XVI. WAIVER - No waiver of a provision of this PO shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the City.

XVII. WARRANTY - Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this PO of Product provided. Vendor warrants that all work shall be performed with the degree of professional skill, care, diligence, sound practices, and judgment that are normally exercised under the applicable industry standard with respect to work or Product of a similar nature. It shall be the obligation of the Vendor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements.

XVIII. ENTIRE AGREEMENT - This PO, together with any agreement attached hereto, embodies the entire Agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all prior agreements and understanding between the Parties.

XIX. INDEMNIFICATION AGREEMENT - The Vendor shall defend, indemnify, and hold harmless the City and its officials, agents, and employees (collectively, the "Indemnified Parties") from and against all demands, claims, suits, and actions seeking damages, penalties, attorney's fees, costs, expenses, equitable relief, statutory relief or any other relief on account of bodily injury, death, personal injury, property damage, economic injury, cyber security breach costs, expenses or damages, and any other damages, injury, costs, expenses or loss, (collectively, "Liabilities") arising from or relating to this PO unless caused by the sole negligence of the Indemnified Parties.

In addition, the Vendor shall defend, indemnify and hold harmless the City for any costs, expenses, and liabilities arising out of a claim, charge, or determination that the Vendor's officers, employees, contractors, subcontractors, or agents are employees of the City, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship ("Claims").

The indemnification obligations set forth herein shall survive the term of the PO. In the event that any Liabilities or Claims are asserted against the City, Vendor shall provide defense counsel acceptable to the City, and shall obtain the City's consent prior to any proposed settlement. If the Parties are unable to reach agreement on the selection of defense counsel, the City may select such counsel at the continued cost and expense of the Vendor.

City of Keene
New Hampshire

DATE: July 1, 2022

TO: Elizabeth A. Dragon, City Manager *EAD*

THROUGH: Donald R. Lussier, P.E., City Engineer *[Signature]*
Yves Gakunde, Purchasing and Contract Services Manager *[Signature]*

FROM: Brett Rusnock, P.E., Civil Engineer *Brett Rusnock*

SUBJECT: George Street over Beaver Brook Bridge Replacement - Contract for Professional Services

*Please return to
Purchasing & Contract
Services office for
processing.
Thanks
Nves*

Contract Information

| | | | |
|------------------|---|----------------|---------------|
| Contract Title: | George St. over Beaver Brook Bridge Replacement | | |
| Contract No: | 04-22-37 | Contract Cost: | \$ 244,964.17 |
| Vendor: | McFarland-Johnson, Inc. | | |
| Project Manager: | Brett Rusnock | | |
| Sole Source: | No | | |

Recommendation

Sign and Date the attached Contract for Professional Services with McFarland-Johnson, Inc. Please return to Purchasing for further processing.

Authority

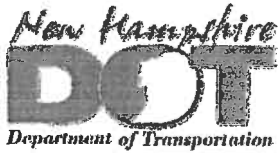
Council Action May 19, 2022, attached.

Background

The George Street Bridge over Beaver Brook (NHDOT Bridge No. 142/072) is one of the City's ten currently "red-listed" bridges. As such, it is eligible for funding under the New Hampshire Department of Transportation's State Bridge Aid (SBA) program. Under this program, the State funds 80% of eligible project costs and the City is responsible for the remaining 20%. In November 2017, the City requested qualifications to complete the design for replacement of two red-listed bridges, including Roxbury St. over Beaver Brook (140/077) and George St. over Beaver Brook (142/072). On March 15, 2018 the City Council authorized the selection process and approved the design contract with McFarland-Johnson for the Roxbury St. Bridge project. Between 2018 and 2021, McFarland-Johnson assisted the City with design, permitting, right-of-way, construction, and close-out for the Roxbury St. Bridge over Beaver Brook project. That project is now complete and satisfactory.

In the fall of 2021 we began scope and fee negotiations with McFarland-Johnson for the George Street over Beaver Brook Bridge project. Negotiations concluded in the end of March 2022. The negotiated fee exceeded the City's existing budget for the project. On May 19 the City Council authorized resolution R-2022-17 to reallocate funds within the bridge capital reserve for this project. The City Council concurrently voted to recommend that the City Manager be authorized to do all things necessary to negotiate and execute a contract with McFarland-Johnson for engineering services for this project not to exceed \$245,000.

On May 13, the City requested NHDOT authorization to enter into a contract with McFarland-Johnson for engineering services for this project not to exceed \$245,000. On June 13, we received approval for the scope and fee, as requested. All authorizations and funding are now in place to execute a contract with McFarland-Johnson, Inc.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

June 21, 2022

Donald R. Lussier, PE
City Engineer
City of Keene
Public Works Department
350 Marlboro Street
Keene, NH 03431

RE: KEENE, #40653
George Street over Beaver Brook - Br. #142/092
DESIGN SCOPE & FEE APPROVAL

Dear Mr. Lussier:

The Department has reviewed the Design Scope and Fee from McFarland Johnson, submitted on May 13, 2022, for the subject project and finds it to be acceptable. This submission includes efforts through project bidding. The consultant may proceed to the creation of the Engineering Study. That Study will need to be submitted to this office for review and approval prior to progressing to Preliminary Plans.

The following table summarizes the current estimated costs for this project:

| Phase | Estimated Total |
|-------------------------|---------------------|
| Preliminary Engineering | \$244,964.17 |
| Right of Way | \$5,432.00 |
| Construction | \$669,323.05 |
| Total | \$919,719.22 |

If there are any questions as you proceed, please contact us.

Sincerely,

Ronald L. Kleiner, Jr., PE
Community Assistance Bridge Engineer
Bureau of Planning and Community Assistance
Tel: 603-271-4417

RLK/dmp

cc via email: C.R. Willeke (NHDOT), Josh Lund (MJ), Courtney Collins (NHDOT), Laura Guimont (NHDOT)



City of Keene

New Hampshire

Purchasing & Contract Services
City Hall – 3rd Floor, 3 Washington Street
Keene, New Hampshire 03431
(603) 357-9800
www.keeneh.gov/purchasing-projects

Contract for Professional Services

Project No. 04-22-37

George Street Bridge Replacement Design

This AGREEMENT made and entered into by and between the **City of Keene**, a New Hampshire municipal corporation with an address of **3 Washington Street, Keene, NH, 03431**, hereinafter the “CITY, and **McFarland-Johnson, Inc.**, a corporation with an address of **53 Regional Drive, Concord, NH 03301** hereinafter the “ENGINEER.”

WITNESSETH

WHEREAS, the CITY intends to enter into a Professional Services Agreement for an amount not to exceed **Two Hundred Forty-Four Thousand Nine Hundred Sixty-Four and Seventeen Cents (\$244,964.17)** with the ENGINEER. The contract is for the purpose of providing the CITY with professional engineering services for **George Street Bridge Replacement Design** hereinafter the “PROJECT”.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the CITY hereby contracts with the ENGINEER to furnish the following professional services in connection with the proposed PROJECT, and it is agreed by the CITY and the ENGINEER as set forth below. In the event of any conflict regarding language between the various contract documents and exhibits, CITY language shall take precedence.

SECTION 1 - SERVICES OF ENGINEER

- 1.1. General. Upon execution of this AGREEMENT, the ENGINEER agrees to proceed for the CITY with all project formulation, deliverables, and management of the PROJECT as described in **Exhibit A, Scope of Services**.
- 1.2. The ENGINEER agrees to provide all services necessary to maintain eligibility for funding.
- 1.3. The parties intend that the ENGINEER shall be an independent contractor for all purposes and not an employee of the City.

SECTION 2 - CITY'S RESPONSIBILITIES

2.1 Designate in writing a person to act as the CITY'S representative with respect to the Services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define THE CITY'S policies and decisions with respect to the ENGINEER'S services for the PROJECT, but shall not have the authority to amend this AGREEMENT.

2.2 Assist the ENGINEER by placing at his/her disposal all available information pertinent to the PROJECT, including but not limited to, previous reports, studies, and other data relative to the design of the PROJECT.

2.3 Provide all criteria as to the CITY'S requirements for the PROJECT.

2.4 Assist the ENGINEER in arranging access to and making provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform Services under this AGREEMENT.

2.5 Give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S Services.

SECTION 3 - PERIOD OF SERVICE

3.1 The compensation for ENGINEER'S Services has been agreed to in anticipation of the orderly and continuous progress of the PROJECT. The PROJECT shall commence upon contract execution and be completed in a timely manner. The specific schedule of work to complete the Services shall be made by mutual agreement.

SECTION 4 – COMPENSATION

4.1 Payment for Services shall be made according to the Fee Schedule, unless otherwise agreed to by a written Change Order.

4.2 ENGINEER shall submit invoices, accompanied by a Payment Request complete with all relevant details (such as hours worked, staff, etc.) to: the attention of **Brett Rusnock** **City of Keene** , **Public Works, 350 Marlborough St** , Keene, NH 03431.

4.3 The CITY shall make payment to the ENGINEER within thirty (30) days after submission of invoices for work accepted by the City.

4.4 Records of the ENGINEER'S salary cost and expenses pertinent to ENGINEER'S compensation under this AGREEMENT will be kept in accordance with generally accepted accounting practices. Copies will be made available to CITY at no cost if requested prior to final payment for ENGINEER'S services.

SECTION 5- CHANGES IN SCOPE

5.1 Changes in the Scope of Services may be accomplished after execution of this AGREEMENT, and without invalidating the AGREEMENT, by Change Order Request. (See Exhibit: "City of Keene Change Order Request")

5.1.1 Changes to the Scope of Services will be submitted to the CITY in writing as soon as the ENGINEER becomes aware of the need to change the Scope of Services.

5.1.2 The ENGINEER will not proceed with any change to the Scope of Service unless and until receiving written authorization to proceed from the CITY.

5.2. Changes in the Work. If during the term of the AGREEMENT, the scope of the work changes substantially at the request of the CITY, or if the period of service is increased substantially due to circumstances beyond the reasonable control of the ENGINEER, an additional fee shall be paid to the ENGINEER. The additional work and the compensation, therefore, shall be in accordance with the ENGINEER'S standard billing rates and first agreed to by written change order.

SECTION 6 - GENERAL CONSIDERATION

6.1 Termination. The CITY shall have the right at any time for any reason whatsoever, to interrupt or terminate any part of or all of the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the ENGINEER by the CITY. In the event of termination of any part of or all of this AGREEMENT, without fault on the part of the ENGINEER, the ENGINEER shall be entitled to compensation for all work performed to the satisfaction of the CITY and pursuant to this AGREEMENT through the date of termination. In order that the ENGINEER shall receive payment under termination notice of any part of the work, all plans, drawings, tracing, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data collected or prepared in connection with the PROJECT shall be transmitted to the CITY in a form acceptable to the parties.

6.2 Insurance and Indemnification.

6.2.1 The ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

6.2.2 The ENGINEER will maintain Professional Liability insurance on any claims made basis in the sum of not less than One Million Dollars (\$1,000,000).

6.2.3 In the event that the ENGINEER fails for any reason to continue to maintain said professional liability insurance coverage in full force and effect at any time relevant to this AGREEMENT, this AGREEMENT will terminate.

6.2.4 The ENGINEER will maintain General Comprehensive Liability insurance on an occurrence basis for bodily injury, death, or loss, or damages to the property of third persons in a minimum amount of One Million Dollars (\$1,000,000).

6.2.5 The ENGINEER shall secure and maintain, for the duration of this AGREEMENT, including any supplements thereto, Automotive Liability insurance covering the operations of all motor vehicles, including those hired or borrowed, used by the ENGINEER and subcontractors in connection with this AGREEMENT in the following amounts:

6.2.5.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence.

6.2.5.2 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.2.6 The ENGINEER agrees to name the CITY as an Additional Insured on all policies, except Worker's Compensation and Property Liability insurance. A Certificate of Insurance shall be provided to the CITY upon Contract execution and policy renewal.

6.2.7 Indemnification. The ENGINEER shall defend, indemnify, and hold harmless the CITY, its officers and employees, from and against any and all losses suffered by the CITY, its officers and employees, and any and all claims, liabilities, or penalties asserted against the CITY, its officers and employees, by or on behalf of any person, on account of, based, or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the ENGINEER. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the statutory limits on liability applicable to the CITY. This covenant shall survive the termination of this AGREEMENT.

6.3 Controlling Law. This AGREEMENT is to be governed by the laws of the State of New Hampshire.

6.4 Reuse of Documents. All documents, including but not limited to drawings, specifications, estimates, field notes, and other digital files, prepared by or for the ENGINEER in the performance of the AGREEMENT are considered property of the CITY and, as such, may be used by the CITY without having to receive the ENGINEER'S permission to use the documents. Reuse of documents by the CITY shall not result in additional ENGINEER liability.

6.5 Successors and Assignments.

6.5.1 The CITY and the ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of the CITY and the ENGINEER are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this AGREEMENT.

6.5.2 Neither the CITY nor the ENGINEER shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates and as the ENGINEER may deem appropriate to assist in the performance of Services hereunder.

6.5.3 Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the CITY and the ENGINEER, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the ENGINEER and not for the benefit of any other party.

6.6 Certification Regarding Debarment, Suspension, or Ineligibility

- 6.6.1 The ENGINEER certifies by signing this AGREEMENT that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into a contract for the above-mentioned PROJECT by any federal agency, or by any department, agency or political subdivision of the State of New Hampshire. The term “principal” for purposes of this CERTIFICATION means an officer, director, key employee, or another person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the ENGINEER.
- 6.6.2 The ENGINEER also certifies that it will verify the state and federal suspension and debarment status for all parties (sub-consultant/vendor/contractor, etc.) receiving funds under this AGREEMENT as a sub-Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from the use of a suspended or debarred party.
- 6.6.3 The ENGINEER shall immediately notify the CITY if any sub-Agreement party is debarred or suspended, and shall, at the CITY’S request, take all steps required by the CITY to terminate its sub-Agreement relationship with the party for work to be performed under the AGREEMENT for the above-mentioned PROJECT.

SECTION 7 - SPECIAL PROVISIONS, DOCUMENTS AND SCHEDULES

7.1 The following documents are attached to or referenced and made part of this AGREEMENT:

- 7.1.1 Exhibit A, Scope of Services
- 7.1.2 Exhibit B, Payment Request Form
- 7.1.3 Exhibit C, Change Order Request

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of August 8, 2022.

CITY:

CITY OF KEENE, NEW HAMPSHIRE

By: Elizabeth A. Dragon
Elizabeth A. Dragon, City Manager

Address for giving notice:

City Hall
3 Washington Street
Keene, NH 03431

ENGINEER

By: James Festa
Digitally signed by
James Festa
Date: 2022.08.02
14:38:19 -04'00'

Address for giving notice:

James Festa, PE Chief Executive Officer
McFarland-Johnson, Inc.
53 Regional Drive
Concord, NH 03301

**EXHIBIT “A”
BASIC SCOPE OF SERVICES
GEORGE STREET over BEAVER BROOK
BRIDGE REPLACEMENT PROJECT
KEENE, NEW HAMPSHIRE**

Engineering work and plans will be accomplished in accordance with the NHDOT “Design Procedures for Municipally-Managed State Bridge Aid Program Projects”, the attached job-hour estimate, and the following tasks and assumptions.

The existing George Street Bridge over Beaver Brook (State Bridge No. 142/092) consists of a concrete slab with a span of 13 feet and an out-to-out width of 40 feet including 24 feet curb-to-curb, a 6-foot paved sidewalk on the north, and a 6-foot grass panel on the south. The bridge was originally constructed in 1923 and is on to the State’s Municipal ‘Redlist’ with a condition rating of ‘4’ (poor) for both the deck and superstructure, and a condition rating of ‘3’ (serious) for the substructure. This project proposes to remove the existing structure in its entirety and replace it with a new bridge structure. The northeast streambank is supported by gabion walls. The northwest quadrant of the bridge is earthen embankment exhibiting scour. The southeast and southwest streambanks are supported by stone and concrete block walls. The new bridge will utilize wingwalls to connect to the existing streambanks.

Overhead and underground utilities exist within the vicinity of the bridge. The underground utilities include city-owned water, sewer, and drainage. The underground water and drainage utilities within the vicinity of the bridge will be replaced as part of the bridge construction.

TASK 1 –PROJECT-WIDE ACTIVITIES

1.1 Project Administration

McFarland Johnson, Inc. (MJ) will maintain communication with the City of Keene through the City’s designated project representative. Six (6) in-person meetings with one (1) MJ representative and six (6) phone-conferences are assumed to provide monthly status updates to the City. MJ will distribute minutes of these meetings including major topics discussed and action items. MJ will assist in the scheduling and documentation of meetings noted in this scope of services. MJ’s documentation will identify outstanding issues that require resolution and identify the person responsible for resolving those issues.

1.2 Public Outreach

The intent of the Neighborhood Meeting is to present the project and its pertinent details. MJ will prepare a presentation and easily understandable graphic materials that would allow for meaningful public input. Two (2) MJ representatives will attend the Neighborhood Meeting.

MJ will prepare a Project Fact Sheet that would also serve as an invitation for the Neighborhood Meeting. The Project Fact Sheet would be distributed by City staff in electronic format and hard copy. The City will invite the Public to a neighborhood meeting using the graphics prepared by MJ.



The public input received at the Neighborhood Meeting will be reviewed with City staff and will be used to finalize the Engineering Study.

TASK 2 –ENGINEERING STUDY

2.1 Site and Documentation Review

MJ will schedule and complete a field review of the project site. The primary focus of this review will be to evaluate design constraints within the project area. Existing data, including survey, utility plans, and bridge plans will be reviewed prior to the site visit. The bridge will be reviewed for constraints associated with tying into the existing brook channel banks. The roadway approaches will be observed for current roadway geometrics, roadside safety design, and drainage considerations.

2.2 Survey Coordination

An existing topographic and Right-of-Way survey of the project site will be completed by MJ's survey subconsultant, GM2. Refer to attached GM2 scope of work for a complete description of the work to be performed. Effort for MJ is included to review the survey as provided and, if needed, outline additional survey required.

2.3 Geotechnical Coordination

A geotechnical investigation and evaluation of the bridge site will be completed by MJ's geotechnical subconsultant, S.W. Cole. Refer to attached S.W. Cole scope of work for a complete description of the work to be performed.

The geotechnical investigations will include a minimum of two soil borings, one located in the vicinity of each of the proposed abutments. The location and number of borings are intended to provide sufficient information about the subsurface conditions to allow for the proper preliminary evaluation of the bridge foundation system. It is assumed the subsurface soils consist of clay material that is prevalent in the Keene area. Concrete spread footings or a deep foundation (piles) will be evaluated with the geotechnical report.

Effort for MJ is included to prepare the boring plan, coordinate with the subconsultant during boring operations, and discuss the boring results and geotechnical recommendations.

2.4 Resource Identification

Field Delineation: Wetlands and streams, including ordinary high water and top of bank, will be delineated in accordance with NHDES and Army Corps standards. A stream assessment will also be completed according to the requirements of the NHDES Stream Crossing Rules to inform the design of the project and satisfy NHDES permitting requirements. The study area will extend 15' from edge of pavement for 150' along each approach, as well as 50' upstream and downstream from the bridge.

MJ will hang sequentially numbered flags along the limits of jurisdiction within the study area and will survey wetland flagging using a GPS unit with sub-meter accuracy. It is assumed that

the stream will be the only resource in the study area and no Wetland Determination Data Forms will be required. Wetland functions, values, and general characteristics will be described. The types and extent of invasive species will be identified and their locations will be shown on resource plans. A brief letter report will be prepared to summarize the delineation and stream assessment.

Environmental Review and Documentation:

MJ will prepare a Request for Project Review (RPR) for submittal to the Division of Historical Resources (DHR). Preparing the RPR will entail reviewing the NHDHR online database; writing a detailed (one to two page) description of the project and the area of potential effect (APE); preparing photographs of the project area; and developing GIS figures showing the APE, historic topographic maps, and locations of where the photographs were taken. MJ will submit a draft RPR to the City for review prior to submission to DHR. Once MJ has received approval from the City, two hardcopies of the final RPR will be submitted to NHDHR through NHDOT. According to the NHDOT Historic Bridge Inventory, the bridge is not eligible for the National Register of Historic Places. Two properties adjacent to the bridge are potentially historic due to the age of the buildings. MJ will attend one NHDOT Cultural Resource Agency Meeting to describe the proposed project and anticipated impacts. It is assumed that the project will not result in an adverse effect to historic resources. MJ will prepare a memo to document historic resource coordination and findings. If Individual Inventory Forms are required, MJ will coordinate with a subconsultant to perform this service as additional work.

MJ will review online databases and coordinate with agencies via email to document the presence or absence of conservation properties, water quality concerns, and hazardous materials. The project is located within a regulatory floodway. MJ will coordinate with the NH Floodplain Management Program via email regarding the proposed design. It is assumed that coordination with FEMA will not be required. MJ will request a NH Natural Heritage Bureau database review and the USFWS Official Species List for the current study area. MJ will coordinate with the NH Natural Heritage Bureau, NH Fish & Game, and USFWS via email regarding any documented fish and wildlife, rare species, and exemplary natural communities in the vicinity of the project. It is assumed that no formal surveys for rare species will be required.

MJ will review the proposed alternative and preliminary impacts at one NHDOT Natural Resource Agency Coordination Meeting. Two (2) MJ representatives will attend this meeting.

MJ will prepare an environmental document, which will include the following components:

- NHDOT Environmental Review Checklist including a detailed discussion of the listed criteria and a list of Environmental Commitments.
- Location map.
- Photographs.
- Supporting documents and correspondence as exhibits.

The draft document will be submitted electronically to the City then NHDOT to review. Once comments are received, the draft document will be revised as needed and the final will be submitted for approval. The final document will be provided as a PDF.



Contamination:

MJ will work with Sanborn Head & Associates (SHA) to provide environmental sampling and documentation of potentially contaminated soil and groundwater associated with an abutting remediation site. A detailed scope of work for SHA is attached. MJ will provide general oversight of SHA's schedule and work products and will review reports and findings prior to submittal to the City and NHDOT.

2.5 Hydrology/Hydraulics

The project site is located within a FEMA Zone AE hazard area, where base flood elevations have been estimated using detailed hydraulic methods. These results are provided in the 2006 Cheshire County Flood Insurance Study (FIS). As noted in the FIS, the flooding of Beaver Brook has been a recurring problem within downtown Keene.

In a 2014 Site Mitigation Study, the City commissioned a study to investigate the removal of channel obstructions (bridges/culverts), bank obstructions (buildings), and grading options to create flood storage near the former Kingsbury Corporation Site. Upper limits of this study included the George Street bridge site. MJ has obtained the HEC-RAS hydraulic model (developed from FEMA HEC-2 data) from the City for preliminary evaluation of the existing condition. Review of this model indicates the existing bridge does not meet the NHDOT requirement for a bridge to pass the 50-year design flow with one foot of freeboard.

Based on the constraints associated with the existing upstream and downstream banks, it is anticipated the proposed replacement structure may NOT meet the NHDOT hydraulic criteria. MJ will prepare a design exception (waiver) of the NHDOT hydraulic criteria of one foot of freeboard at the 50-year design storm. MJ will coordinate with the City to evaluate the maximum bridge span and roadway profile that considers both increases to hydraulic capacity and impacts to adjacent properties and utilities.

HEC-RAS hydraulic software will be used to model the existing and proposed bridge hydraulics. Design flows will be taken from the 2006 FEMA FIS, and FEMA flood elevations will be utilized for boundary conditions. MJ will evaluate scour at the bridge and design scour countermeasure. Scour countermeasure is anticipated to be riprap across the full width of Beaver Brook. Natural streambed material will be placed on top of the riprap to the Ordinary High Water elevation. MJ will include a general summary and key results of the hydraulic analysis in the Engineering Report.

2.6 Bridge Type Study

MJ will work with the City and the NHDOT to determine the preferred bridge alternative for this stream crossing. The chosen bridge alternative will be evaluated based on the span length, construction duration, estimated construction cost, durability, and long-term maintenance costs. A structure span meeting full compliance of the NHDES Stream Crossing Rules will be identified and evaluated conceptually. A structure length of 1.2 times the bank full width will be evaluated as an option that improves geomorphic compatibility. The bridge types that are anticipated to be formally evaluated as part of the bridge type study task include:

- 1) ***Three-Sided Precast Concrete Rigid Frame*** - This bridge alternative consists of three-sided precast rigid frame elements founded on a concrete footing. The precast frame elements allow the bridge to be prefabricated off-site and quickly installed to minimize construction impacts to the public. Precast concrete is fabricated in an ideal temperature-controlled environment providing a durable and long-lasting product. This alternative provides a thin superstructure profile that will maximize the hydraulic depth of the brook. This alternative allows for a natural streambed to match existing site conditions and maintain aquatic passage. This alternative includes both spread, or pile supported, footings or a concrete slab foundation.

- 2) ***Precast Prestressed Concrete Slabs*** - This bridge alternative consists of precast, prestressed concrete beam elements that are installed side by side and connected with closure pours. The precast slab elements will be supported by concrete abutments founded on concrete footings. This alternative provides a thin superstructure profile that will maximize the hydraulic depth of the brook. This alternative allows for a natural streambed to match existing site conditions and maintain aquatic passage.

Water Diversion – Water diversion during construction of the bridge will be evaluated for each bridge alternative. A constructable water diversion concept will be shown on the plans.

Bridge Barrier Evaluation – Two (2) bridge barrier and bridge approach rail concepts will be evaluated and presented to the City for input on preferred bridge barrier type. The two bridge barriers concepts will include a concrete barrier (similar to Roxbury Street) and a standard NHDOT T3 and T4 steel bridge rail. Each barrier type will have bridge approach rail associated with it that will likely impact the properties at each corner.

Traffic Control – George Street is a residential road with an AADT (Average Annual Daily Traffic) count of roughly 500. Given the relatively low traffic volume and short detour, it is anticipated this bridge can be replaced using a bridge closure. The anticipated detour would utilize Washington Street, Giffin Street, Sullivan Street, although locals may also utilize Knight Street. There are no sidewalks on Sullivan Street or Knight Street, however the low traffic volumes may allow safe pedestrian and cyclist movements. The detour lengths are 1,600 feet for Knight Street and 1,800 feet for Sullivan Street.

Utility Evaluation – MJ will review existing utility information shown on existing plans provided by the City, the City's GIS system, aerials, and information collected during a field visit and include this information on the existing conditions plans. Once the existing utility information has been shown on the existing conditions plans, these plans will be sent to the utility companies, both public and private. A list of utility companies will be provided by the City or requested from the New Hampshire Department of Transportation. The utility companies and the City will be responsible for verifying their locations and providing any missing information such as depth, number and size of conduits and manholes, etc.

The existing plans utility information will be updated with the information provided by the utility companies and the City.



Roadway Alignment Alternative – MJ will develop a new roadway alignment alternative that will shift the centerline to the south. The alignment alternative will be evaluated to minimize impacts to the adjacent properties to the north.

Roadway Profile Alternatives – MJ will develop up to two (2) roadway profiles. One profile will be developed to maximize the hydraulic bridge opening while minimizing impacts to adjacent properties. The other alternative will be developed to a conceptual level only to illustrate the impacts resulting from meeting the hydraulic requirement of one (1) foot of freeboard at the 50-year design storm.

2.7 Engineering Study Report

MJ will prepare an Engineering Study Report for the project to summarize the results of the various site investigations (hydraulic, geotechnical, environmental), and provide conceptual design level information on bridge replacement and roadway alignment and profile alternatives. An order of magnitude opinion of probable cost and conceptual drawings will be provided for each bridge replacement alternative. Based on the site investigations and the bridge type study, a preferred bridge alternative will be identified to progress to preliminary and final design.

2.8 City Presentation

MJ will present the alternatives to the Municipal Services, Facilities, and Infrastructure (MSFI) Committee. Two MJ staff members will attend the meeting.

TASK 3 – PRELIMINARY PLANS AND PERMITS

3.1 Preliminary Plans - MJ will prepare preliminary project design calculations and Preliminary Plans, which will later be incorporated into the Final Plans. The following information will be included within the Preliminary Plans:

- Location Plan
- General Plan and Elevation
- Easement Plan
- Typical Roadway Section
- Typical Channel Section
- Typical Bridge Section
- General Notes
- Roadway Cross Sections
- Hydraulic Data
- Roadway and Utility Plan
- Profile of George Street
- Boring Logs
- Site Plan Showing Grading
- Utility Relocation Plan
- Detour Plan

3.2 Environmental Permitting

MJ will prepare a Standard Dredge and Fill Application and necessary impact plans and documentation. MJ will submit a draft permit application to the City to review prior to submission to the regulatory agencies. Once MJ has received approval from the City, MJ will submit eight hardcopies of the final application package to the City for signing and then submit the application to NHDES. The City will be responsible for payment of the application filing fee. It is anticipated that impacts will qualify for authorization under the Army Corps NH General Permit, which requires no separate submittal to the Corps.

MJ will also present the project at a Keene Conservation Commission Meeting. Two (2) MJ representatives will attend this meeting.

The bridge is considered a Tier 3 stream crossing. It is assumed that approval as an alternative design will be required as part of the permit application. It is also assumed that the proposed design will be considered self-mitigating and that DES will not require mitigation for unavoidable impacts to jurisdictional areas.

3.3 Quantities and Estimate

A budgetary estimate of probable construction cost will be prepared and submitted with the preliminary plans.

3.4 ROW Coordination

Where impacts to private property are necessary, MJ will prepare a plan showing the area and type of impact for the City's use in property negotiation. For the purposes of this scope, one (1) easement drawing (22" x 34") is assumed. This drawing will use the existing right-of-way lines developed under Task 2.2. MJ will also prepare legal descriptions of the easements and/or fee acquisitions for the City's use in negotiations. It is assumed four (4) easements and temporary access agreements will be required, one at each quadrant.

The City will be responsible for coordinating the Right-of-Way agreements and acquisitions, performing the appraisals, and estimating the right-of-way costs on the project.

3.5 Utility Coordination

MJ will coordinate with the existing utility companies, both public and private, located within the project area to verify the location of existing facilities. MJ will be responsible for the following:

1. During the development of Preliminary Design Plans, every effort will be made to avoid impacts to existing utilities not otherwise proposed to be rebuilt as part of the project. However, some impacts are expected. Upon completion of the Preliminary Design Plans, copies of the utility plans and cross sections will be sent to the City that will highlight the impacts to the existing utilities for review and approval.
2. Upon receiving concurrence from the City, copies of the utility plans and cross sections will be sent to the affected utility companies that will highlight the impacts to the existing utilities. Shortly after sending the plans out, up to two (2) utility coordination meetings will be held to review the impacts to the existing utilities and to discuss the effort and timeline expected to relocate the existing utilities, as well as other options to minimize or avoid some utility conflicts.
3. Some minor revisions to the project design may be required after reviewing the proposed impacts with the utility owners. Once the location of the utility impacts has been finalized, the utility owners will be responsible for designing the proposed utility relocations. MJ will review the proposed utility relocations to ensure that they adequately

address the utility conflicts. The proposed utility relocations will be shown on the Final Design Plans. It is assumed that overhead utilities will need to be temporarily relocated to facilitate pile driving and bridge erection operations.

3.6 Utility Engineering

The underground drainage and water utilities along George Street are expected to be replaced within the limits of the project. MJ will prepare the plans and details to replace these utilities. Combination Plan and Profile sheets will be prepared. The design will be coordinated with the City Public Works Water Division to ensure the design meets their standards and practices. It is assumed the City will provide all appropriate details and preferences. Drainage pipe sizes will match the existing pipe sizes as the area does not experience flooding. No drainage analysis is included in this scope.

An 8” sewer main, constructed in 2009, runs along the east side of Beaver Brook. The project will replace the sewer line that crosses under the road. Efforts will be made to relocate the sewer line further to the east (away from the bridge) to allow the best location for the new bridge abutment.

3.7 Streambank Revetment at Northwest Corner

The streambank approaching the bridge at the northwest corner (upstream) exhibits erosion. The streambank will be evaluated for regrading and stabilization for approximately 50’ to 70’ upstream of the bridge. A typical detail will be developed and included in the Preliminary Plans.

TASK 4 – FINAL PLANS AND CONTRACT PROPOSAL

4.1 Final Plans

Following review and approval of the Preliminary Plans by the NHDOT and the City, MJ will finalize the design of the project components. Final plans and bid documents will be prepared and submitted to the City and the NHDOT for review and approval. An anticipated final drawings list is provided at the end of this scope of services.

4.2 Specifications and Special Provisions

MJ will prepare technical specifications necessary for bidding. It is assumed the City will provide typical “front end” General Conditions for this project. It is further assumed that the NHDOT Standard Specifications will be used as a basis for material specifications for the Contract Documents. Special provisions will be developed for incorporation into the project specifications.

4.3 Final Quantities & Estimate

The final quantities will be calculated and independently checked and provided to the City. A final opinion of probable construction cost will be developed using NHDOT weighted average unit prices, recent City of Keene and NHDOT bid tabulations, and engineering judgment.

4.4 Bid Phase Services

MJ will perform the following bid phase services to assist the City in advertising of the project:

1. The City will prepare the bid advertisement. The City will be responsible for submitting the advertisement to two newspapers (one statewide and one local).
2. MJ will provide the City with electronic versions of the plans and specifications to make available to prospective contractors. One paper copy of the plans and specifications will be sent to the City. No paper copies will be made available to prospective contractors.
3. The City will be responsible for distributing the plans and specifications to prospective bidders as well as maintaining a plan holders list and issuing addendums.
4. MJ will prepare technical addendums to the bid documents to answer questions posed by interested contractors during the bid period. It is assumed that MJ will be required to prepare no more than two addenda during the bidding phase. The City will be responsible for issuing addendums.
5. MJ will attend the pre-bid meeting to assist the City with the presentation of the project to the bidders and respond to questions posed by the prospective bidders.
6. MJ will review references supplied by the apparent low bidder.
7. MJ will review the bids and develop a summary tabulation of the bids, analyze the bids, and make a recommendation of award to the City.
8. After a recommendation has been reviewed, accepted and approved by the City, the City will prepare the Notice of Award and other Contract Documents necessary for signatures by the City and the Contractor.

Assumptions & Limitations

- The bridge fee is based on a preferred alternative consisting of a precast concrete three-sided structure. An alternative with precast prestressed concrete slabs on concrete abutments will require additional effort.
- The proposed bridge will provide only one sidewalk (north side).
- One (1) hardcopy of the Engineering Study report will be provided to the City.
- Two (2) copies of the plans and cost estimates will be provided to the City with each submittal.
- Unit prices for use in the development of the opinion of probable cost will be based upon current NHDOT published data and recent project experience.
- Plans will be developed using AutoCAD.
- The City will pay required fees, including any permit application fees that may be required, NHDES application fees, and fees associated with public notice posts as may be required. These fees are not included within our cost proposal.
- Services to modify the plans after bidding to reduce construction costs, if requested, will be considered additional services.
- It is assumed that an archaeological survey will NOT be requested by DHR.
- FEMA flows will be used exclusively. No other hydrologic methods will be developed.
- WSEL differences between the FEMA HEC-2 Effective Model and the HEC-RAS Duplicate Effective Model will be noted.
- Surveyed channel cross sections will be compared to the sections used for the Duplicate Effective Model and incorporated (if necessary) for the Existing Condition Model.
- No floodway analysis is required.
- Hydraulic text and graphics will be minimal and not include all items described in the NHDOT Bridge Design Manual.
- A reinforcing steel schedule will not be included. The reinforcing schedule will be submitted by the Contractor and reviewed as a shop drawing.
- It is assumed that the project will not result in an Adverse Effect to historic resources and will not require a Section 4(f) Evaluation.
- Construction administration services are not included in this scope of work.
- No overhead utilities will be relocated underground.
- The water line crossing Beaver Brook can be shut down during construction.
- It is assumed that the City will be responsible for coordinating the utility meetings.
- The City will be responsible for providing abutter notification as required to access abutting properties to perform the project survey.
- Individual Inventory Forms will not be required as part of cultural resources coordination.
- George Street will be closed during construction with a vehicular and pedestrian detour in place.

**ANTICIPATED FINAL DRAWING LIST
(BRIDGE NO. 142/092)**

| Sheet No. | Sheet Description |
|-----------|--|
| 1 | Title Sheet |
| 2 | Project Notes & Quantities (Sheet 1 of 2) |
| 3 | Project Notes & Quantities (Sheet 2 of 2) |
| 4 | Roadway Plan |
| 5 | Roadway Profile |
| 6 | Curb Tie and Marking Plan |
| 7 | Roadway and Channel Typical Sections |
| 8 | Stream Plan and Profile |
| 9 | Utility Plan |
| 10 | Utility Detail Sheet (Sheet 1 of 2) |
| 11 | Utility Detail Sheet (Sheet 2 of 2) |
| 12 | Detour Plan |
| 13 | General Plan & Elevation |
| 14 | Easement Plan |
| 15 | Site Plan & Boring Layout |
| 16 | Boring Logs (Sheet 1 of 2) |
| 17 | Boring Logs (Sheet 2 of 2) |
| 18 | Bridge Typical Section and Survey Layout |
| 19 | Abutment 1 Footing |
| 20 | Abutment 2 Footing |
| 21 | Abutment 1 Masonry |
| 22 | Abutment 2 Masonry |
| 23 | Foundation Details |
| 24 | Typical Bridge Sections and Details (Sheet 1 of 2) |
| 25 | Typical Bridge Sections and Details (Sheet 2 of 2) |
| 26 | Approach Slab Details |
| 27 | Bridge Sidewalk and Barrier Details |
| 28 | Erosion Control Details (Sheet 1 of 2) |
| 29 | Erosion Control Details (Sheet 2 of 2) |
| 30 | Bridge and Approach Rail |
| 31 | Roadway Sections (Sheet 1 of 2) |
| 32 | Roadway Sections (Sheet 2 of 2) |



July 2, 2021

Mr. Joshua Lund, P.E.
Transportation Manager
McFarland-Johnson, Inc. (MJ)
53 Regional Drive
Concord, New Hampshire 03301

Subject: RE: George Street Bridge, Keene

Dear Mr. Lund,

GM2 Associates, Inc. (GM2) is pleased to submit this proposal to provide survey services associated with the George Street Bridge Replacement Project in Keene, NH as described below.

Scope of Services

Provide a detailed engineering survey with contours drawn at the 1-foot interval conforming to the latest version of MJ's Civil 3D drawing template. Survey will reference New Hampshire State Plane Coordinate System NAD83(2011) and NAVD88. Survey data to include the following:

115 GLASTONBURY BLVD
GLASTONBURY CT 06033
860.659.1416

6 CHESTNUT ST
AMESBURY MA 01913
978.388.2157

197 LOUDON RD
SUITE 310
CONCORD NH 03301
603.856.7854

317 IRON HORSE WAY
SUITE 100
PROVIDENCE RI 02908
401.383.6530

120 MIDDLESEX AVENUE
SUITE 20
SOMERVILLE, MA 02145
617.776.3350

- a. 1-foot topographic survey for the project corridor. The corridor length will span 250 feet on both sides of the existing bridge, totaling 500 feet in length along George Street. The corridor width will be 40' either side of the centerline of George Street and the brook survey will include bathymetry between the tops of banks approximately 300' upstream to the FEMA lettered section and approximately 750' downstream of the existing bridge to the next FEMA lettered section. The attached location map provides and approximate location of the survey limits as well as the hydraulic cross sections.
- b. Ascertain the limits of the City's right-of-way by researching roadway layout records, historic plans, and property monuments.
- c. Locate surface-visible planimetric features within the corridor, including edges of pavement, concrete, gravel paths, fences, curbs, pavement markings, building faces, individual trees that fall outside of a treeline, shrubs, signs, and posts.
- d. Hydraulic cross sections will be taken at locations shown on the attached limits for a total of nine sections with the furthest section from the bridge being the FEMA lettered sections. The sections will detail the channel and include at least one measurement beyond the tops of banks at both ends of each section. If the target minimum elevations of each section are found to be more than 50' from the centerline of the channel, the City of Keene's LiDAR data will be utilized to complete the section to the target elevations listed.
- e. A detailed survey of the existing bridge.
- f. Environmental features such as stream banks, stream surface, and jurisdictional wetlands if delineated by others within the project corridor.
- g. Locate visible utilities, including borings at the bridge if they have been completed or laid out at the time of the survey.
- h. The City of Keene's LiDAR data for this portion of the city will be incorporated into the survey to supplement the data beyond 40' from the centerline of George Street and the top of bank to top of bank bathymetry within 100' of the existing bridge faces. This data will be limited to a surface and contours. The data was collected by others and GM2 cannot certify its accuracies.

Abutter Notification

GM2 understands that others will be responsible for abutter notification. The necessity to survey outside of the Right of Way will result in trespass on each abutting parcel. Our field crews will be relying upon this notification as part of proper protocol toward access to affected properties during the survey. GM2 requests copies of notification be remitted to our office prior to mobilization.

Underground Utility Survey

Underground drain and sewer lines that are surface-visible when removing the covers or grates of catch basins and sewer and drain manholes will be surveyed as part of this scope where they fall within the survey limits. Rims, inverts and sump elevations will be measured where visible. When pipe type and size can be accurately measured without ingress, they will be noted on the survey.

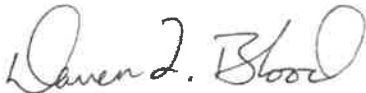
Exclusions

Specifically excluded from this scope of work is the development of any recordable ROW plans or Easement Plans. Also excluded is the monumentation of the ROW and property lines within the project limits. Abutting property lines will not be surveyed but shown on survey plan as approximate per city GIS maps. GM2 will locate only the visible surface utilities and utility markings, if they are present at the time of the field survey.

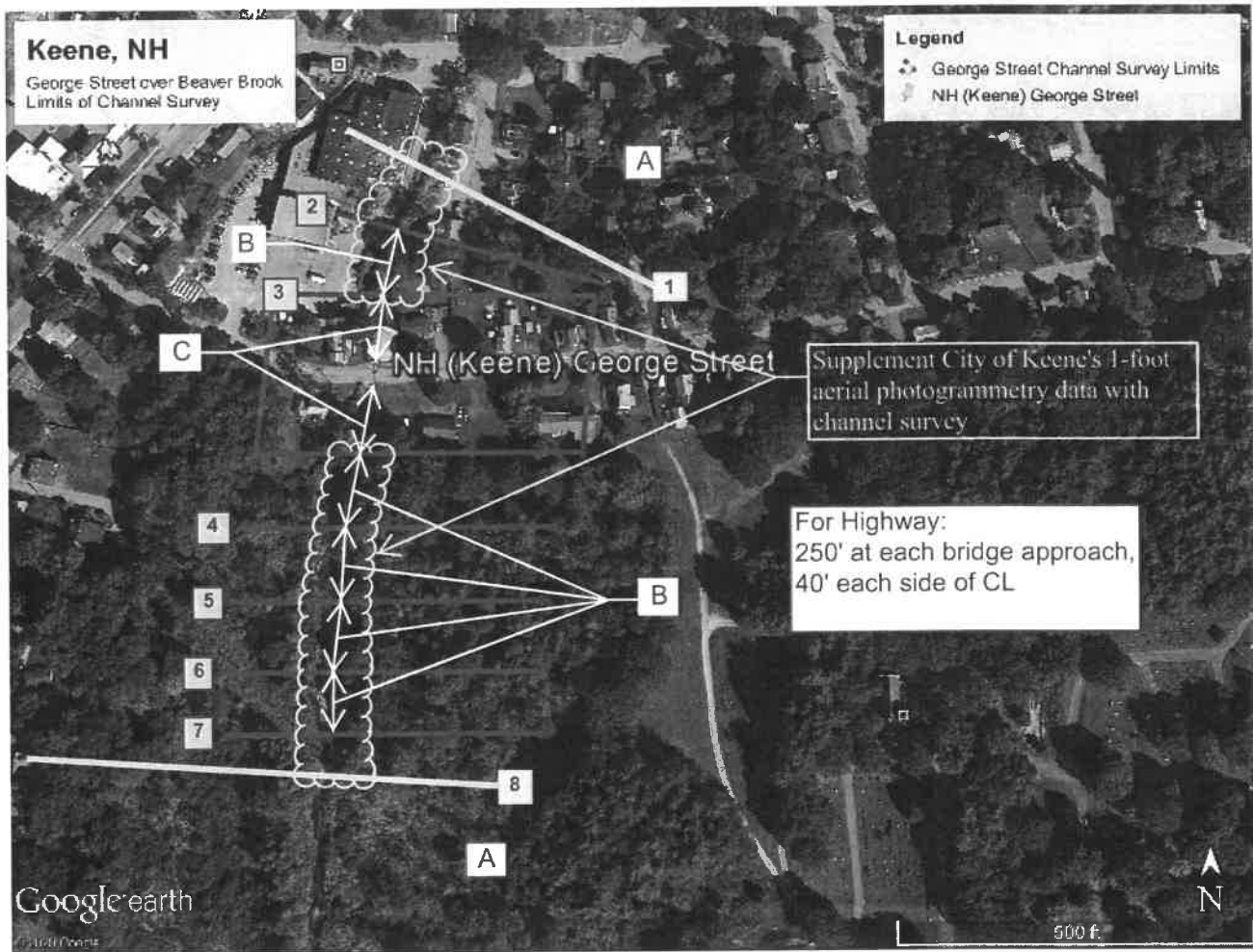
The cost plus fixed-fee price for the professional survey services detailed above is as follows: **\$15,313.76**

GM2 will submit monthly invoices until completion of work, due upon receipt.

Sincerely,



Darren L. Blood, P.E.
Executive Vice President
Regional Director of Northern New England



River Sections & Area of Full Topo

- RS 1 - FEMA Lettered Section AB (Cover to EL. 495.0)
- RS 2 - 300 feet easterly and 150 feet westerly (Cover to EL. 495.0)
- Full Topo 3 - 300 feet easterly and 150 feet westerly (Cover to EL. 493.0)
- RS 4 - 300 feet easterly and 150 feet westerly (Cover to EL. 488.0)
- RS 5 - 300 feet easterly and 150 feet westerly (Cover to EL. 488.0)
- RS 6 - 300 feet easterly and 150 feet westerly (Cover to EL. 488.0)
- RS 7 - 300 feet easterly and 150 feet westerly (Cover to EL. 488.0)
- RS 8 - FEMA Lettered Section Z (Cover to EL. 487.0)

Location Notes

Note A - Obtain Coordinates of FEMA Lettered Sections from FIS

Note B - Distance = 100 feet

Note C - Location is 100 feet from upstream or downstream faces of existing bridge

21-0414 S

March 24, 2021
Revised August 2, 2021

McFarland Johnson, Inc.
Attention: Josh A. Lund, P.E.
53 Regional Drive
Concord, NH 03301

Subject: Scope and Fee
Explorations and Geotechnical Engineering Services
Proposed Bridge Replacement
George Street over Beaver Brook
Keene, New Hampshire

Dear Josh:

As requested, we have prepared this Scope and Fee to provide explorations and geotechnical engineering services for the referenced project. The purpose of our work is to explore subsurface conditions at the site in order to develop geotechnical recommendations for design of the proposed bridge replacement.

SITE CONDITIONS AND PROPOSED CONSTRUCTION

The site is located on George Street at its crossing of Beaver Brook in Keene, New Hampshire. Based on the bridge inspection report, the site consists of an existing bridge spanning 13 feet across Beaver Brook in an east-west direction. We understand topographic information is not available at this time. However, we understand George Street is relatively flat.

Based on correspondence with you, we understand proposed construction will include a new bridge spanning 20 to 30 feet across Beaver Brook and will most likely be a rigid frame or shallow superstructure. We understand the new bridge will have a similar orientation as the existing bridge. We understand that you are anticipating the potential for the bridge to be supported on piles. We understand following a review of the adjacent properties, there is a concern of soil and groundwater contamination at the site.

13 Delta Drive, Unit 8, Londonderry, NH 03053-2372 • Tel: 603.716.2111 • E-mail: info@swcole.com

Geotechnical Engineering • Construction Materials Testing • Special Inspections • GeoEnvironmental Services

ANTICIPATED SUBSURFACE CONDITIONS

Based on available surficial geological maps, we anticipate the site soils consist of swamp (organic soils) and alluvial deposits (sands and/or silty sands) overlying potential cohesive lacustrine silt and clay soils, overlying glacial till and bedrock with depth. Based on experience, the depth to bedrock extend to about 100 feet below the ground surface in downtown Keene, however this site is located in close proximity to a contact zone with glacial till and bedrock, indicating the bedrock may be sloping upward rather quickly to the north.

SCOPE OF SERVICES

S. W. Cole Engineering, Inc. (S.W.COLE) will coordinate an exploration program consisting of test borings, provide soils laboratory testing, and make a geotechnical evaluation of the findings as they relate to the proposed construction. Our findings will be presented in a written report. Additionally, given the presence of contaminated groundwater in the project vicinity McFarland Johnson, Inc. has subcontracted Sanborn Head & Associates (SHA) to provide environmental engineering services for this project. Details regarding specific components of work are as follows.

Exploration and Testing: S.W.COLE will coordinate and observe test boring explorations for the proposed bridge replacement. We plan to perform 2 geotechnical and 2 environmental test borings (one geotechnical boring and one environmental boring on each side of the bridge along George Street). We anticipate exploration work will take 3 days to complete. If an additional fourth day of exploration work is required, we will charge an additional fee. Assuming the need for pile foundations, we will extend the geotechnical borings to refusal surface. For the purpose of this Scope and Fee, we have assumed refusal at depths of 75 feet. The environmental test borings will be carried to 15 feet or refusal, whichever is shallower. Soils will be sampled at continuous intervals to 15 feet in all test borings and then at 5 to 10 foot intervals thereafter. Samples will be collected using a split-spoon sampler and Standard Penetration Testing (SPT) procedures. If soft cohesive soils are encountered, we will attempt to obtain thin-walled Shelby Tube samples and perform field shear vane testing to assist in our evaluation. Upon encountering refusal surface, we will attempt to obtain 5 feet of rock core from each of the geotechnical test borings.

S.W.COLE will provide sign package, traffic cones to delineate the work area, and flaggers or police detail to provide traffic control.

S.W.COLE will mark the borings in the field and contact Dig Safe and other public, non-member utilities to pre-clear certain public utilities prior to our exploration work. We request that you or the City furnish to S.W.COLE a dimensioned plan identifying the type and location of underground utilities and/or other manmade objects beneath the site. S.W.COLE will determine the need to engage a private utility locator to locate underground utilities and/or other manmade objects in the immediate vicinity of proposed subsurface explorations, if deemed necessary. Neither S.W.COLE nor its subcontractors shall be responsible for any loss arising from damage to or contact with buried utilities and/or other manmade objects that were not brought to the attention of S.W.COLE prior to commencement of S.W.COLE's exploration program.

We will perform soil gradation and moisture content testing of soil samples as needed to assist in our geotechnical evaluation. We will hold Shelby tube samples of the clay for possible future laboratory consolidation testing.

Soils obtained from split-spoon samples will be screened using a MiniRAE 2000 photoionization detector (PID), or equivalent. PID results will be recorded on the boring logs. Upon completion of the test boring, the boreholes will be backfilled with soil cuttings from the drilling process and patched at the ground surface with a cold asphalt mix. We have assumed that Investigative Derived Waste (IDW) consisting of wash water and soil cuttings is permitted to be returned to the boreholes as backfill. We understand excess spoils and wash water from test borings on the west side of the bridge will need to be containerized in 55-gallon drums. We will subcontract Clean Harbors to transport and dispose of the 55-gallon drums. We understand SHA will be onsite and supply PID equipment for screening of the soil samples obtained from the test borings. SHA will be responsible for collecting environmental samples and environmental testing.

Following completion of each test boring, the drilling equipment exposed to the soil and groundwater will be cleaned using Alconox detergent.

Evaluation and Report: We will make a geotechnical engineering evaluation of the subsurface findings as they relate to the proposed construction. We will make our evaluation in general accordance with 2017 AASHTO LRFD Bridge Design Specifications, 8th Edition. Our findings will be presented in a written report including:

- Description of subsurface conditions encountered
- Seismic site classification (AASHTO 3.10.3.1, N-value method)
- Frost penetration depth
- Discussion of geotechnical soil limitations
- Recommendations for subgrade preparation
- Recommended foundation type (driven piles or spread footings)
- Recommended allowable foundation bearing pressure for spread footings (as applicable)
- Driven-pile axial capacities and anticipated pile lengths (as applicable)
- Geotechnical parameters for foundation design
- Excavation and dewatering considerations
- Recommended backfill compaction and gradation specifications

We will provide general discussion and geotechnical design parameters for consideration for construction dewatering and temporary excavations; however, it should be the contractor's responsibility to provide construction dewatering and excavation/shoring design for construction of the foundations.

We will attach an exploration location plan, exploration logs, and laboratory test results to each report. We will provide our reports in an electronic format.

SCHEDULE

We anticipate that exploration work can begin within about 3 to 4 weeks after authorization to proceed, based on our current drilling schedule. Our evaluation and report preparation are anticipated to require about 2 weeks after completion of the explorations.

S.W.COLE's ability to meet the schedule outlined in this Scope and Fee is dependent upon future developments in the ongoing COVID-19 pandemic. It is understood that adjustments to the schedule, scope and fee of this Proposal may become necessary.

BUDGET AND COMPENSATION

S.W.COLE will charge a not to exceed fee of \$19,480 for geotechnical engineering, subcontracted test boring explorations, and environmental containment services. In the event exploration work extends into an additional day, we will charge \$3,700 per day for



21-0414 S
March 24, 2021
Revised August 2, 2021

drill rig and crew.

Depending on what the City of Keene requires for traffic control, we offer the following unit rates for traffic control:

| | |
|--------------------------------------|---------------|
| Uniformed Police Officer and Cruiser | \$90 per hour |
| 1 Flagger and Sign Package | \$400 per day |

If necessary we will charge \$200 per hour for private utility location services.

TERMS AND CONDITIONS

It is understood that services provided by S.W. COLE will be subject to a mutually agreed upon subconsultant agreement prepared by McFarland Johnson, with this scope and fee as an attachment.

If you have any questions, please do not hesitate to contact us. We look forward to being of assistance to you with this project.

Sincerely,

S. W. Cole Engineering, Inc.

Tyler S. Demers, P.E.
Project Geotechnical Engineer

A handwritten signature in black ink, appearing to read 'Chad B. Michaud', written in a cursive style.

Chad B. Michaud, P.E.
Executive Vice President

TSD:cbm

Christine J. Perron, CWS
McFarland Johnson, Inc.
53 Regional Drive
Concord, NH 03301

October 14, 2021

Re: Revised Proposal for Environmental Services
George Street Bridge (State Bridge No. 142/092) Replacement
Keene, New Hampshire

Dear Christine:

Thanks for considering Sanborn Head (Sanborn Head) as a team partner for the George Street Bridge (State Bridge No. 142/092) Replacement Project in Keene, New Hampshire (Project). As requested, we prepared this revised proposal to provide environmental services to McFarland Johnson, Inc. (McFarland Johnson) in support of the Project. We understand that McFarland Johnson's client for this project is the City of Keene, New Hampshire, and that after review of available adjacent property information, there is a concern that soil and groundwater contamination may be encountered during construction.

BACKGROUND

As discussed during our June 28, 2021 and July 21, 2021 follow-up conference calls, we understand that there is a New Hampshire Department of Environmental Services (NHDES) Groundwater Management Permit issued for the adjacent parcel owned by People's Laundry (9 Griffin Street). Based on an initial review of available information, groundwater is generally impacted by volatile organic compounds (VOCs) including tetrachloroethylene, trichloroethylene, and vinyl chloride, and these constituents may be encountered at depths ranging from approximately 3 to 8 feet below ground surface (ft bgs).

We further understand that the Project will include removing the existing bridge abutments, installing new abutments, and replacing the watermain/valves. The extent of the work is not anticipated to exceed 50 feet from the edge of Beaver's Brook in the location of the existing bridge and the bridge span is expected to increase from approximately 13 feet to 20-25 feet. S.W. Cole Engineering, Inc. (S.W. Cole) will be retained by McFarland Johnson to advance geotechnical borings in Fall 2021 to inform the bridge design. Based on the constraints of the project area, we assume that excavated soil will need to be removed for off-site disposal as there is limited area for reuse in the right-of-way.

SCOPE OF SERVICES

Our proposed scope of services consists of providing environmental services through collection and analysis of soil samples for laboratory analysis, field observation and documentation, project coordination, and preparation of soil and groundwater management plans (as applicable).

Task 1 – Sample Collection and Analysis

Preliminary environmental sampling of soil in the area of the bridge replacement will help inform whether soil contamination may be encountered during construction. The purpose of the environmental sampling is to obtain data that can be used to prepare the Soil Management Plan described in Task 2. The information obtained under this task will not pre-characterize a defined volume of soil from a specific location and depth for direct excavation, load, and haul during construction. Further, the evaluation under this task does not include the analyses for parameters typically required by disposal facilities to obtain acceptance of the material for disposal. We assume that if excess soil is generated as part of the construction and off-site disposal is required, then a full suite of analyses required by the receiving facility will be completed and paid for by the contractor during construction after the excess soil has been removed/stockpiled.

Because S.W. Cole will be drilling the geotechnical borings for the Project in Fall 2021, Sanborn Head anticipates collaborating with S.W. Cole during the drilling effort to collect soil samples from the geotechnical borings. As such, costs associated with drilling and any geotechnical sampling/analysis are not included in this proposal.

We understand that S.W. Cole will be advancing a minimum of two borings that will be terminated in bedrock, one to the east of George Street Bridge and one to the west of the bridge. We propose expanding S.W. Cole's scope to include complete one additional shallow boring advanced to a depth of approximately 10-15 feet bgs for the purposes of soil sample collection on the west side of the bridge. We assume that the three borings can be completed in two days. We understand that S.W. Cole will decontaminate the drill rig between boreholes and work from the west side of the bridge to the east side of the bridge, starting with the shallow boring. Additionally, any water that is produced from the borings on the west side of the bridge will be containerized, tested, and disposed of by S.W. Cole.

For the one shallow and two deep borings, Sanborn Head will observe and log drilling activities, including visually classifying soil types, collecting soil samples, and documenting monitoring well construction, if needed. Soil cores will be collected continuously during drilling and will be field screened for the possible presence of VOCs using a photoionization detector (PID). Sanborn Head will document subsurface conditions encountered for each boring location, including a textural description of the subsurface materials encountered (based upon visual observation), PID screening results, measured groundwater levels, and other observations (e.g., odors).

We anticipate collecting up to three soil samples from each soil boring for laboratory analysis. The soil samples that will be selected for laboratory testing will be the ones with the highest observed PID readings and/or based on visual olfactory observations made in the field. We assume that at least one sample will be collected from each boring in the unsaturated zone above the water table. The soil samples will be transported to the laboratory using chain-of-custody protocols. Our fee includes laboratory analysis of up to 9 soil samples (i.e., 3 samples per boring location) for VOCs via United States Environmental Protection Agency (USEPA) Method 8260C using the NHDES Full List of Analytes.

Results from the laboratory take about two weeks, although expedited analysis can be requested for an additional fee. The results of the sampling will be summarized in an Environmental Data Report and provided to McFarland Johnson about one week after Sanborn Head receives the laboratory data. The data report will include a site plan showing the boring locations, boring logs documenting soil conditions encountered during drilling, a summary table of soil analytical results compared to regulatory thresholds, and analytical laboratory reports.

Task 2 – Soil Management Plan

Based on the analytical data collected in Task 1, Sanborn Head will prepare a Soil Management Plan (SMP), as applicable, that can be included with the Project bid documents. The SMP will describe the construction procedures for handling, stockpiling, and off-site disposal of excess soil, if necessary.

Task 3 – Groundwater Management Plan

Sanborn Head will prepare a Groundwater Management Plan (GWMP) that can be included with the Project bid documents. The GWMP will be on publicly available, reported groundwater quality data from areas adjacent to this project. Should impacted groundwater in the Project area be identified, then dewatering effluent will need to be appropriately managed and cannot be discharged pursuant to the USEPA's NPDES Construction General Permit. As such, Sanborn Head will provide guidelines for appropriate dewatering effluent management, which may include: (i) discharge to surface water following the requirements of the USEPA's NPDES Remediation General Permit; (ii) discharge to groundwater following the requirements of the NHDES' Temporary Groundwater Discharge Permit; and (iii) discharge to the municipal sanitary sewer following requirements specified by the City of Keene (assuming permission is granted by the City).

Task 4 – Project Coordination and Meetings

This task covers Sanborn Head's time and effort associated with preparing and planning for, participation in, and documentation of additional meetings with McFarland Johnson, the City of Keene, and the NHDES, as applicable. We assume that Sanborn Head will attend two one-hour meetings with McFarland Johnson and the City of Keene and one one-hour meeting with McFarland Johnson, the City of Keene, and the NHDES. Sanborn Head also will participate in additional telephone calls and email communication as may be reasonably required.

FEE AND BASIS OF BILLINGS

Our proposed fee for the services described in this proposal is \$17,287.37. A fee breakdown by task is in the attached Staff Hour and Fee Summary. Billings for our services will be based on actual accrued time and expenses and we will not invoice in excess of the agreed amount without your approval.

SCHEDULE

Sanborn Head is prepared to begin the above-described services upon receipt of approval and authorization of the proposed scope of services and fee.

TERMS OF ENGAGEMENT

The terms of engagement will be provided to Sanborn Head by McFarland Johnson once they receive approval for the George Street Bridge (State Bridge No. 142/092) Replacement Project from the City of Keene, NH and other applicable funding partners. If the terms of engagement are acceptable to Sanborn Head, we will return a signed copy to McFarland Johnson.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please contact Lisa at 603-415-6126 or ldamiano@sanbornhead.com should you require additional information.

Sincerely,
SANBORN, HEAD & ASSOCIATES, INC.



Lisa L. Damiano, PE
Senior Project Manager



Eric S. Steinhauser, PE, CPESC, CPSWQ
Senior Vice President

LLD/HLC/ESS: lld

Enclosures: Staff Hour and Fee Summary

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MCFARLAND JOHNSON STAFF-HOUR SUMMARY TABLE

**EXHIBIT A
CITY OF KEENE, NEW HAMPSHIRE
GEORGE STREET BRIDGE REPLACEMENT**

**ENGINEERING SERVICES
STAFF-HOUR SUMMARY**

| PHASE 1 | TASK DESCRIPTION | DM/PM | PE | SE | ES | AE | ST | TOTAL HOURS |
|--------------------------|--|-----------|------------|------------|------------|------------|-------------------|-------------|
| TASK 1 | PROJECT-WIDE ACTIVITIES | | | | | | | |
| 1.1 | Project Administration | 8 | 24 | 20 | | | | 52 |
| 1.2 | Public Outreach | 2 | 12 | 10 | | 12 | 12 | 48 |
| | | | | | | | Subtotal = | 100 |
| TASK 2 | ENGINEERING STUDY | | | | | | | |
| 2.1 | Site and Documentation Review | | 8 | 8 | | 4 | | 20 |
| 2.2 | Survey Coordination | 2 | | 4 | | | 2 | 8 |
| 2.3 | Geotechnical Coordination | 2 | 2 | 4 | | 4 | | 12 |
| 2.4 | Resource Identification | 4 | 36 | | 94 | 10 | | 144 |
| 2.5 | Hydrology/Hydraulics | 2 | 16 | 54 | | | | 72 |
| 2.6 | Bridge Type Study | 8 | 24 | 28 | | 42 | 32 | 134 |
| 2.7 | Engineering Study Report | 2 | 6 | 8 | | 24 | 16 | 56 |
| 2.8 | City Presentation | 4 | 4 | 4 | | 6 | | 18 |
| | | | | | | | Subtotal = | 464 |
| TASK 3 | PRELIMINARY PLANS AND PERMITS | | | | | | | |
| 3.1 | Preliminary Plans | 16 | 40 | 60 | | 60 | 100 | 276 |
| 3.2 | Environmental Permitting | 8 | 12 | 30 | 52 | | 2 | 104 |
| 3.3 | Quantities and Estimate | 2 | 6 | 10 | | 12 | 10 | 40 |
| 3.4 | ROW Coordination | 2 | 8 | 6 | | 12 | | 28 |
| 3.5 | Utility Coordination | 4 | 8 | 8 | | 20 | 12 | 52 |
| 3.6 | Utility Engineering | 1 | 3 | 6 | | 4 | 6 | 20 |
| 3.7 | Streambank Revement at NW Corner | 2 | 4 | 8 | | 8 | 2 | 24 |
| | | | | | | | Subtotal = | 544 |
| TASK 4 | FINAL PLANS AND CONTRACT PROPOSAL | | | | | | | |
| 4.1 | Final Plans | 16 | 24 | 40 | | 60 | 80 | 220 |
| 4.2 | Specifications and Special Provisions | 2 | 4 | 16 | | 20 | | 42 |
| 4.3 | Final Quantities and Estimate | 2 | 8 | 8 | | 20 | | 38 |
| 4.4 | Bid Phase Services | 2 | 8 | 6 | | 8 | | 24 |
| | | | | | | | Subtotal = | 324 |
| TOTAL STAFF HOURS | | 91 | 257 | 338 | 146 | 326 | 274 | 1432 |

| LEGEND | |
|--------|----------------------------|
| DM | Division Manager/QA Review |
| PM | Project Manager |
| PE | Project Engineer |
| SE | Senior Engineer |
| ES | Environmental Scientist |
| AE | Assistant Engineer |
| ST | Senior Technician |

MCFARLAND JOHNSON COST PROPOSAL TABLE

**EXHIBIT A
CITY OF KEENE, NEW HAMPSHIRE
GEORGE STREET BRIDGE REPLACEMENT**

**ENGINEERING SERVICES
COST PROPOSAL**

| PHASE 1 | TASK DESCRIPTION | DM/PM | PE | SE | ES | AE | ST | TOTAL |
|---|--|-----------------|------------------|------------------|-----------------|------------------|-----------------|----------------------|
| | Labor Rate | \$60.00 | \$51.31 | \$43.57 | \$43.57 | \$36.27 | \$35.33 | |
| TASK 1 | PROJECT-WIDE ACTIVITIES | | | | | | | |
| 1.1 | Project Administration | 480.00 | 1,231.44 | 871.40 | 0.00 | 0.00 | 0.00 | \$ 2,582.84 |
| 1.2 | Public Outreach | 120.00 | 615.72 | 435.70 | 0.00 | 435.24 | 423.96 | \$ 2,030.62 |
| | Subtotal = | | | | | | | \$ 4,613.46 |
| TASK 2 | ENGINEERING STUDY | | | | | | | |
| 2.1 | Site and Documentation Review | 0.00 | 410.48 | 348.56 | 0.00 | 145.08 | 0.00 | \$ 904.12 |
| 2.2 | Survey Coordination | 120.00 | 0.00 | 174.28 | 0.00 | 0.00 | 70.66 | \$ 364.94 |
| 2.3 | Geotechnical Coordination | 120.00 | 102.62 | 174.28 | 0.00 | 145.08 | 0.00 | \$ 541.98 |
| 2.4 | Resource Identification | 240.00 | 1,847.16 | 0.00 | 4,095.58 | 362.70 | 0.00 | \$ 6,545.44 |
| 2.5 | Hydrology/Hydraulics | 120.00 | 820.96 | 2,352.78 | 0.00 | 0.00 | 0.00 | \$ 3,293.74 |
| 2.6 | Bridge Type Study | 480.00 | 1,231.44 | 1,219.96 | 0.00 | 1,523.34 | 1,130.56 | \$ 5,585.30 |
| 2.7 | Engineering Study Report | 120.00 | 307.86 | 348.56 | 0.00 | 870.48 | 565.28 | \$ 2,212.18 |
| 2.8 | City Presentation | 240.00 | 205.24 | 174.28 | 0.00 | 217.62 | 0.00 | \$ 837.14 |
| | Subtotal = | | | | | | | \$ 20,284.84 |
| TASK 3 | PRELIMINARY PLANS AND PERMITS | | | | | | | |
| 3.1 | Preliminary Plans | 960.00 | 2,052.40 | 2,614.20 | 0.00 | 2,176.20 | 3,533.00 | \$ 11,335.80 |
| 3.2 | Environmental Permitting | 480.00 | 615.72 | 1,307.10 | 2,265.64 | 0.00 | 70.66 | \$ 4,739.12 |
| 3.3 | Quantities and Estimate | 120.00 | 307.86 | 435.70 | 0.00 | 435.24 | 353.30 | \$ 1,652.10 |
| 3.4 | ROW Coordination | 120.00 | 410.48 | 261.42 | 0.00 | 435.24 | 0.00 | \$ 1,227.14 |
| 3.5 | Utility Coordination | 240.00 | 410.48 | 348.56 | 0.00 | 725.40 | 423.96 | \$ 2,148.40 |
| 3.6 | Utility Engineering | 60.00 | 153.93 | 261.42 | 0.00 | 145.08 | 211.98 | \$ 832.41 |
| 3.7 | Streambank Revement at NW Corner | 120.00 | 205.24 | 348.56 | 0.00 | 290.16 | 70.66 | \$ 1,034.62 |
| | Subtotal = | | | | | | | \$ 22,969.59 |
| TASK 4 | FINAL PLANS AND CONTRACT PROPOSAL | | | | | | | |
| 4.1 | Final Plans | 960.00 | 1,231.44 | 1,742.80 | 0.00 | 2,176.20 | 2,826.40 | \$ 8,936.84 |
| 4.2 | Specifications and Special Provisions | 120.00 | 205.24 | 697.12 | 0.00 | 725.40 | 0.00 | \$ 1,747.76 |
| 4.3 | Final Quantities and Estimate | 120.00 | 410.48 | 348.56 | 0.00 | 725.40 | 0.00 | \$ 1,604.44 |
| 4.4 | Bid Phase Services | 120.00 | 410.48 | 261.42 | 0.00 | 290.16 | 0.00 | \$ 1,082.06 |
| | Subtotal = | | | | | | | \$ 13,371.10 |
| MCFARLAND JOHNSON DIRECT LABOR COST | | 5,460.00 | 13,186.67 | 14,726.66 | 6,361.22 | 11,824.02 | 9,680.42 | \$ 61,238.99 |
| | Overhead @ | | | | | | 179.7% | \$ 110,064.84 |
| | Subtotal = | | | | | | | \$ 171,303.83 |
| | Profit @ | | | | | | 10.0% | \$ 17,130.38 |
| MCFARLAND JOHNSON TOTAL LABOR COST | | | | | | | | \$ 188,434.21 |
| | Direct Expenses = | | | | | | | \$ 748.83 |
| MCFARLAND JOHNSON TOTAL ESTIMATED COST | | | | | | | | \$ 189,183.04 |
| MJ SUBCONSULTANTS | | | | | | | | |
| | GM2 Associates, Inc. (Survey and ROW) | | | | | | | \$ 15,313.76 |
| | S.W. Cole Engineering, Inc. (Geotechnical) (Includes \$3,700 for additional day of drilling) | | | | | | | \$ 23,180.00 |
| | Sanborn Head & Associates Inc. (Hazardous/Contaminated Material) | | | | | | | \$ 17,287.37 |
| ESTIMATED SUBCONSULTANT TOTAL COST | | | | | | | | \$ 55,781.13 |
| TOTAL ESTIMATED COST | | | | | | | | \$ 244,964.17 |



City of Keene

New Hampshire

EXHIBIT B

| Payment Request Form | | |
|---|------------------------|------------------|
| Payment Request No. _____ | Date of Request: _____ | |
| Project Title: _____, | | |
| Project No. _____ | | |
| Professional Services for period beginning _____ through _____. | | |
| Description of Service (broken down by task/item and the compensation being requested): | | |
| | | |
| A. Total Amount Requested (this request): | _____ | _____ |
| B. Previously Invoiced Amounts: | _____ | _____ |
| C. Total Expended To Date (A+B): | _____ | _____ |
| D. Authorized Contract Amount: | _____ | _____ |
| Total Authorization Remaining (D-C): | _____ | _____ |
| Contractor: _____ | Approved: _____ | Reviewed: _____ |
| Title: _____ | Project Manager | Finance Director |
| Date: _____ | Date: _____ | Date: _____ |



City of Keene

New Hampshire

EXHIBIT C

| Design Change Order Request | | |
|--|---------------------|---------------------|
| Change or Work Request No. _____ | | Date: _____ |
| Project Title: _____, | | |
| Project No. _____ | | |
| Description of Change in Scope: | | |
| <i>Complete description of change in scope and additional services being rendered.</i> | | |
| Fee Adjustment Amount (This change): | _____ | (Not to Exceed) |
| Prior Contract Amount: | _____ | (Not to Exceed) |
| Total Adjusted Contract Amount: | _____ | (Not to Exceed) |
| Request Approval: | Recommend Approval: | Recommend Approval: |
| _____ | _____ | _____ |
| ENGINEER | Finance Director | _____ |
| Date: _____ | Date: _____ | Date: _____ |
| Approved: | | |
| _____ | Date: _____ | |
| City Manager | | |

**Architects, Engineers and Surveyors General Liability
Extension Endorsement - New York**

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.



CNA PARAMOUNT

**Primary and Noncontributory - Other Insurance
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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.

10020002760566032272793



CNA74987XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: MCFARLAND- JOHNSON, INC.

Policy No: 6056803227

Endorsement No: 11

Effective Date: 01/01/2022

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: MCFARLAND- JOHNSON, INC.

Policy No: 6056803227

Endorsement No: 8

Effective Date: 01/01/2022



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

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.

**Architects, Engineers and Surveyors General Liability
Extension Endorsement - New York****24. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

- 1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
- 2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.



Changes - Notice of Cancellation or Material Restriction Endorsement - New York

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
- 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. In no event shall the number of days listed be fewer than the number required by New York State.

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.

10020002760568032272819





ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

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.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 20; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6056803213

Policy Effective Date: 01/01/2022

Policy Page: 96 of 117



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MCFARLAND- JOHNSON, INC.

Endorsement Effective Date: 01/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 6; Page: 1 of 1

Policy No: BUA 6056803213

Policy Effective Date: 01/01/2022

Policy Page: 61 of 117

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

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 Certificateholders 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 Certificateholder 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.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement No: 19; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6056803213

Policy Effective Date: 01/01/2022

Policy Page: 95 of 117



**CNA Paramount Excess and Umbrella Liability
Policy Declarations**

| Schedule of Underlying Insurance | | | |
|---|-----------------------------|--|--|
| Underlying Insurer Policy Number Policy Period Note: | Underlying Insurance | Coverages | Limits of Insurance |
| National Fire Insurance Company of Hartford 6056803227 01/01/2022 to 01/01/2023 | General Liability | Each Occurrence Limit General Aggregate Limit Per Location : yes Per Project : yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit | \$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 |
| Transportation Insurance Company 6056803213 01/01/2022 to 01/01/2023 | Auto Liability | Combined Single Limit | \$1,000,000 |

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 2 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6056803244

Policy Effective Date: 01/01/2022

Policy Page: 10 of 60



**CNA Paramount Excess and Umbrella Liability
Policy Declarations**

| Underlying Insurer Policy Number Policy Period Note: | Underlying Insurance | Coverages | Limits of Insurance |
|---|-----------------------------|---|----------------------------|
| National Fire Insurance Company of Hartford 6056803230 01/01/2022 to 01/01/2023 | Employers Liability | Bodily Injury by Accident- Each Accident Limit | \$500,000 |
| | | Bodily Injury by Disease - Policy Limit | \$500,000 |
| | | Bodily Injury by Disease - Each Employee Limit | \$500,000 |

In any jurisdiction, state, or province where the amount of Employers Liability Insurance provided by the Underlying Insurer(s) is by law "Unlimited", the underlying Employers Liability limit(s) shown in the above schedule do not apply and no coverage shall be provided for Employers Liability under this policy.

| | | | |
|---|--------------------------------|--|--------------------------------|
| National Fire Insurance Company of Hartford 6056803227 01/01/2022 to 01/01/2023 | Employee Benefits Liability | Each Employee Limit Aggregate Limit | \$1,000,000 \$1,000,000 |
|---|--------------------------------|--|--------------------------------|

Forms and Endorsements Attached to this Policy

See SCHEDULE OF FORMS AND ENDORSEMENTS

Premium

| | |
|---|-------------------------|
| Minimum Earned Premium | 0% of the Total Premium |
| Total Premium | \$6,565.00 |
| Premium includes the following amount for Certified Acts of Terrorism Coverage | \$65 |

Form No: CNA75501XX (03-2015)
 Policy Declarations Page: 3 of 4
 Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6056803244
 Policy Effective Date: 01/01/2022
 Policy Page: 11 of 60



PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;
- b. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**;



NUMBER OF DAYS NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

PARAMOUNT UMBRELLA LIABILITY POLICY

PARAMOUNT EXCESS LIABILITY POLICY

It is understood and agreed as follows:

NUMBER OF DAYS NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)

Notwithstanding anything to the contrary, for any statutorily permitted reason other than nonpayment of premium, the number of days required for written notice of cancellation to the **Named Insured** listed first in the Declarations of this Policy is increased to 30 days before the effective date of cancellation.

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: CNA75513XX (03-2015)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: CUE 6056803244

Policy Effective Date: 01/01/2022

Policy Page: 50 of 60



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

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: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: WC 6 56803230

Policy Effective Date: 01/01/2022

Policy Page: 77 of 131



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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2022

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

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

| | |
|--|--|
| PRODUCER Fenner & Esler Agency, Inc. PO Box 60 Oradell, NJ 07649 USA INSURED McFarland-Johnson, Inc. att: Frank J. Greco 49 Court Street Suite 240 Binghamton, NY 13901 USA | 1-201-262-1200 CONTACT NAME: Timothy P. Esler, CPCU PHONE (A/C No. Ext): 201-262-1200 E-MAIL ADDRESS: certs@fenner-esler.com FAX (A/C No): 201-262-7810 INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
|--|--|


COVERAGES **CERTIFICATE NUMBER:** 535283475 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------------------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Prof/Poll Liability | | | 47-EPP-305431-05 FULL PRIOR ACTS | 06/15/22 | 06/15/23 | Per Claim 5,000,000 Annual Aggregate 5,000,000 Deductible per clm 50,000 |

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

George Street Bridge Replacement, Project 04-22-37

| | |
|---|---|
| CERTIFICATE HOLDER City of Keene Purchasing & Contract Services 3 Washington Street City Hall, 2nd Floor Keene, NH 03431 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | | |
|--|---|--|---|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. McFarland-Johnson, Inc. | | |
| | 2 Business name/disregarded entity name, if different from above McFarland Johnson | | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | | |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | | |
| | <input type="checkbox"/> Other (see Instructions) ▶ _____ | | |
| | 5 Address (number, street, and apt. or suite no.) See Instructions. 49 Court Street, Suite 240 | | Requester's name and address (optional) |
| 6 City, state, and ZIP code Binghamton, NY 13901 | | | |
| 7 List account number(s) here (optional) | | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | | |
| <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> </tr> </table> | | | | | <table border="1" style="width: 20px; height: 20px;">-</table> | <table border="1" style="width: 20px; height: 20px;">-</table> | <table border="1" style="width: 25px;"> </table> | <table border="1" style="width: 25px;"> </table> | <table border="1" style="width: 25px;"> </table> | <table border="1" style="width: 25px;"> </table> |
| | | | | | | | | | | |

| **OR** | |
| **Employer identification number** | |
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|----------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ 6/7/22 |
|------------------|----------------------------|----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CITY OF KEENE NEW HAMPSHIRE

ITEM #D.5.

Meeting Date: May 19, 2022
To: Mayor and Keene City Council
From: Finance, Organization and Personnel Committee, Standing Committee
Through:
Subject: George Street Bridge Replacement Design Consultant Selection – City Engineer

Council Action:

In City Council May 19, 2022.

Tabled until Resolution R-2022-17 has been acted upon. **

**See page 4 for final action (from minutes of this meeting). Vote took place on

Recommendation:

May 19 AFTER adoption of resolution R-2022-17

On a roll call vote of 4-0, the Finance, Organization, and Personnel Committee recommends that the City Manager be authorized to do all things necessary to negotiate and execute a professional and technical services contract with McFarland-Johnson for engineering services required for the replacement of the George Street Bridge over Beaver Brook for an amount not to exceed \$245,000 (subject to NHDOT approval) with funding from Project Cost Center 90328-22.

Attachments:

None

Background:

Mr. Lussier stated that now that the funding is ready to go, staff is looking to award a contract to get the design started. He continued that this is not really a sole source contract. They selected McFarland-Johnson through a RFQ process. When you are using State money, the State requires you to select consultants based on their qualifications, and once you have selected the most qualified firm, you negotiate a scope and fee. The City went through that process in 2017-2018 with McFarland-Johnson. At the time, the City advertised that for the design of both the Roxbury Street and the George Street Bridge, knowing that the George Street Bridge was already in the State's Ten Year Plan and would be coming up quickly. They did that process once and McFarland-Johnson did a great job with the design on Roxbury St. That project was closed out and very successful. They would like to continue using McFarland-Johnson for the design of the George Street Bridge. The proposed motion on tonight's agenda is to allow the City Manager to negotiate and execute a professional services contract with McFarland-Johnson for an amount not to exceed \$245,000.

Chair Powers asked if there were any questions from the Committee. Hearing none, he asked if other City Councilors or members of the public had any questions. Hearing none, he asked for a motion.

Councilor Lake made the following motion, which was seconded by Councilor Chadbourne.

On a roll call vote of 4-0, the Finance, Organization, and Personnel Committee recommends that the City Manager be authorized to do all things necessary to negotiate and execute a professional and technical services contract with McFarland-Johnson for engineering services required for the replacement of the George Street Bridge over Beaver Brook for an amount not to exceed \$245,000 (subject to NHDOT approval) with funding from Project Cost Center 90328-22.

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FOP REPORT – PATRICIA T. RUSSELL PARK/CARPENTER ST. FLOOD MANAGEMENT PROJECT – CONSULTANT SELECTION FOR CONSTRUCTION ENGINEERING SERVICES – CITY ENGINEER

A Finance, Organization, and Personnel Committee report read, recommending that the City Manager be authorized to do all things necessary to negotiate and execute a professional service contract with SLR International Corporation for an amount not to exceed \$200,000 for Construction Engineering Services required for the Patricia T. Russell Park / Carpenter St. Flood Management Project. A motion by Councilor Powers to carry out the intent of the Committee report was duly seconded by Councilor Chadbourne. The motion carried unanimously on a roll call vote with 14 Councilors present and voting in favor. Councilor Remy was absent.

FOP REPORT – PATRICIA T. RUSSELL PARK/CARPENTER ST. FLOOD MANAGEMENT PROJECT – REQUEST TO REALLOCATE FUNDS – CITY ENGINEER

A Finance, Organization, and Personnel Committee report read, recommending that the City Council reallocate \$310,000 from the Police Department Equipment Project (90324) and move the funds to the Patricia Russell Park Improvements Project (90316). A motion by Councilor Powers to carry out the intent of the Committee report was duly seconded by Councilor Chadbourne. The motion carried unanimously on a roll call vote with 14 Councilors present and voting in favor. Councilor Remy was absent.

A Finance, Organization, and Personnel Committee report read, recommending that the City Council reallocate \$100,000 from the Roxbury Street Flood Management project (90298-21) and move the funds to the Carpenter Street Flood Management Project (90298-22). A motion by Councilor Powers to carry out the intent of the Committee report was duly seconded by Councilor Chadbourne. The motion carried unanimously on a roll call vote with 14 Councilors present and voting in favor. Councilor Remy was absent.

FOP REPORT – RELATING TO THE APPROPRIATION OF FUNDS FOR GEORGE STREET BRIDGE REPLACEMENT PROJECT RESOLUTION – R-2022-17

A Finance, Organization, and Personnel Committee report read on a vote of 4–0 recommending the adoption of Resolution R-2022-17. Mayor Hansel filed he report.

A motion by Councilor Powers to adopt Resolution R-2022-17 was duly seconded by Councilor Chadbourne. The motion carried unanimously on a roll call vote with 14 Councilors present and voting in favor. Councilor Remy was absent.

FOP REPORT – GEORGE STREET BRIDGE REPLACEMENT DESIGN CONSULTANT SELECTION – CITY ENGINEER

A Finance, Organization, and Personnel Committee report read on a vote of 4–0, recommending that the City Manager be authorized to do all things necessary to negotiate and execute a professional and technical services contract with McFarland-Johnson for engineering services required for the replacement of the George Street Bridge over Beaver Brook for an amount not to exceed \$245,000 (subject to NHDOT approval) with funding from Project Cost Center 90328-

05/19/2022

22. A motion by Councilor Powers to carry out the intent of the Committee report was duly seconded by Councilor Chadbourne. The motion carried unanimously on a roll call vote with 14 Councilors present and voting in favor. Councilor Remy was absent.

MEMORANDUM – RELATING TO THE ESTABLISHMENT OF A PARKS AND FACILITIES INFRASTRUCTURE CAPITAL RESERVE – RESOLUTION R-2022-18

A memorandum read from the Finance Director/Treasurer, Merri Howe, recommending that Resolution R-2022-18 relating to the establishment of a Parks and Facilities Infrastructure Capital Reserve have a first reading in front of the City Council and that the Resolution be referred to the Finance, Organization and Personnel Committee. Mayor Hansel referred Resolution R-2022-18 to the Finance, Organization, and Personnel Committee.

MEMORANDUM – RELATING TO AN APPROPRIATION OF FUNDS AND USE OF UNASSIGNED FUND BALANCE FOR THE FY 2022 FIRE DEPARTMENT PERSONNEL BUDGET – RESOLUTION R-2022-21

A memorandum read from the Finance Director/Treasurer, Merri Howe, and Fire Chief Howard, Donald Farquhar, recommending that R-2022-21 relating to an appropriation of funds and use of unassigned fund balance for the FY 2022 Fire Department personnel budget have a first reading in front of the City Council and that it be referred to the Finance, Organization and Personnel Committee. Mayor Hansel referred Resolution R-2022-21 to the Finance, Organization, and Personnel Committee.

ADJOURNMENT

There being no further business, Mayor Hansel adjourned the meeting at 8:45 PM.

A true record, attest:


City Clerk



CITY OF KEENE NEW HAMPSHIRE

ITEM #A.8.

Meeting Date: May 12, 2022

To: Finance, Organization and Personnel Committee

From: Donald Lussier, City Engineer

Through: Elizabeth Dragon, City Manager
Kurt Blomquist, ACM/Public Works Director

Subject: **George Street Bridge Replacement Design Consultant Selection - City Engineer**

Recommendation:

Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to negotiate and execute a professional and technical services contract with McFarland-Johnson for engineering services required for the replacement of the George Street Bridge over Beaver Brook for an amount not to exceed \$245,000 (Subject to NHDOT approval) with funding from Project Cost Center 90328-22.

Attachments:

None

Background:

The George Street Bridge over Beaver Brook (NHDOT Bridge No. 142/072) is one of the City's ten currently "red-listed" bridges. As such, it is eligible for funding under the New Hampshire Department of Transportation's State Bridge Aid (SBA) program. Under this program, the State funds 80% of eligible project costs and the City is responsible for the remaining 20%. The City Council appropriated funds for this project in FY09 and FY12 in order to fund our share of the estimated project cost. The City requested funding through the SBA program in December of 2013. Currently, the project is funded in the NHDOT Ten Year Plan for construction in 2024.

In November 2017, the City requested qualifications to complete the design for replacement of two red-listed bridges, including Roxbury St. over Beaver Brook (140/077) and George St. over Beaver Brook (142/072). On March 15, 2018 the City Council authorized the selection process and approved the design contract with McFarland-Johnson for the Roxbury St. Bridge project.

Between 2018 and 2021, McFarland-Johnson assisted the City with design, permitting, right-of-way, construction, and close-out for the Roxbury St. Bridge over Beaver Brook project. That project is now complete. It is recommended that the City Manager be authorized to do all things necessary to

negotiate and execute a professional services contract with McFarland-Johnson in an amount not to exceed \$245,000 with funding to come from Project Cost Center 90328-22.