Exhibit A
DEFINITIONS AND ACRONYMS

Addenda/Addendum means supplemental additions, deletions, and modifications to the provisions of the RFP after the release date of the RFP.

Authorized Representative has the meaning set forth in ITP Section 2.2.

Code has the meaning set forth in ITP Section 2.1.

Commissioner means the New Hampshire Department of Transportation Commissioner.

Design-Build Team means the entity identified in the successful Proposal.

Disadvantaged Business Enterprise or **DBE** has the meaning set forth in 49 CFR Part 26.

EPDs has the meaning set forth in ITP Section 4.3.2.

Equity Participant means (a) each entity with a direct equity interest in Proposer (whether as a member, partner, joint venture member or otherwise), (b) each entity proposed to have a direct equity interest in Design-Builder, and (c) each entity that will hold a 10% or greater indirect interest in Proposer. Notwithstanding the foregoing, if Proposer is a publicly traded company, shareholders with less than a 10% interest in Proposer shall not be considered Equity Participants.

Escrow Agent means the individual or entity designated in the Escrow Agreement who is authorized to act as the escrow holder with respect to the Escrowed Materials.

Escrow Agreement means the agreement entered into between Proposer and Escrow Agent, with NHDOT as a named, intended third party beneficiary, concerning the protection of the Escrowed Materials in the form of Exhibit D, Form L.

Escrowed Materials means the EPDs delivered into escrow pursuant to ITP Section 4.3.2.

Executive Council means New Hampshire five elected Executive Councilors.

Instructions to Proposers or **ITP** means those RFP documents, including Volume I and all Exhibits and forms in Exhibit D, included in the RFP containing

directions for the preparation and submittal of information by the Proposers in response to the RFP.

ITP Forms means the forms provided in Exhibit D of the ITP.

Key Personnel means the individuals designated by a Proposer pursuant to Section 3.2.5 of Exhibit B to the ITP.

Major Participant means each Equity Participant and each member of Proposer's organization with: (a) primary responsibility for design; (b) primary responsibility for construction; (c) a proposed subcontract with a value greater than or equal to $2 million (excluding subcontracts with Suppliers).

Major Professional Services Firm has the meaning set forth in Section 3.2.2 of Exhibit B to the ITP.

Post-Selection Deliverables has the meaning set forth in ITP Section 5.11.

Preliminary Project Baseline Schedule means the Project schedule required to be submitted with the Proposal and meeting the requirements set forth in Section 4.1.1 of Exhibit B to the ITP.

Pre-Proposal Submittal has the meaning set forth in ITP Section 2.4.

Price has the meaning set forth in Section 2.1 of Exhibit C to the ITP.

Price Proposal means the Price proposal submitted by a Proposer providing the information requested in Exhibit C of the ITP.

Price Proposal Evaluation Committee or **PPEC** means the subcommittee that performs the initial evaluation of the Price Proposal and provides evaluation recommendations to the ESRC as set forth in ITP Section 5.1.

Project Management Plan means the post-award submittal providing the information requested in Section 4.3 of Exhibit B to the ITP.

Project Management Summary means the portion of the Technical Proposal providing a detailed summary of the Project Management Plan.

Proposal means the documents submitted by a Proposer in response to the RFP.

Proposal Due Date means the deadline (date and time) for submission of Proposals identified in ITP Section 1.4.

Proposal Revisions have the meaning set forth in ITP Section 4.5.

Proposal Security means the proposal bond or letter of credit described in Section 3.3 of Exhibit B to the ITP.

Proposer means the entity submitting a Proposal for the Project in response to the RFP.

Proposer Authorized Representative has the meaning set forth in ITP Section 2.2.2.

Quality Management Plan means the post-award submittal providing the information requested in Section 4.3 of Exhibit B to the ITP.

Quality Management Summary means the portion of the Technical Proposal providing a detailed summary of the Quality Management Plan.

Reference Materials means the documents and information included in Volume III and described in ITP Section 1.5.1.

Request for Qualifications or **RFQ** means NHDOT's Request for Qualifications issued on February 22, 2018 and as amended.

Request for Proposals or **RFP** means the set of documents identifying the Project and the work to be performed and materials to be furnished in response to which a Proposer may submit a Proposal. The RFP includes the ITP, Contract Documents, Technical Provisions, and Reference Materials. The RFP is issued only to Proposers that have been prequalified following review of SOQs.

Stakeholder means parties that may have a stake in the Project by virtue of their location or funding, including the Town of Durham, New Hampshire and the University of New Hampshire, cities, counties, United States Department of Transportation, and FHWA and their officers, directors, and employees.

Statement of Qualifications or **SOQ** means the submission made by a Proposer in response to the RFQ, including all clarifications thereto submitted in response to requests by NHDOT.

Surety means the individual or entity committing to provide any of the bonds identified in the RFP.

Technical Proposal means the technical proposal submitted by a Proposer providing the information requested in Exhibit B of the ITP.

Technical Proposal Evaluation Committee or **TPEC** means the committee that performs the initial review of the Technical Proposal and provides recommendation to the Commissioner as set forth in ITP Section 5.4.

Technical Solutions means the portion of the Project Development Plan providing the information requested in Section 4.2 of Exhibit B to the ITP.

For definitions of other initially capitalized terms, please refer to the Contract Documents, as applicable.

WEB site has the meaning set forth in ITP Section 2.2.

Exhibit B
TECHNICAL PROPOSAL INSTRUCTIONS

1 GENERAL INSTRUCTIONS

This Exhibit B describes the submission format for Technical Proposals and outlines the required information that will comprise a Technical Proposal.

Proposer shall submit the information required by this Exhibit B in the organization and format specified herein. The Technical Proposal shall be organized in the order listed in Exhibit E, and shall be clearly indexed. Each component of the Technical Proposal shall be clearly titled and identified.

All forms named herein are found in Exhibit D, unless otherwise noted. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

Evidence of signature authority shall be provided for all individuals signing forms. Item B of the section entitled "Additional Information to Be Provided with Proposal Letter" of Form A identifies requirements regarding evidence of signature authorization for the Proposal Letter. Similar authorization shall be provided for all other signatories.

2 FORMAT

The Technical Proposal shall be limited to an aggregate of **50** pages (if double-sided, 25 sheets), plus the executive summary, resumes, appendices and exhibits containing required forms, graphs, matrices, schedule, drawings and other pertinent data.

3 CONTENTS OF THE TECHNICAL PROPOSAL

The required contents and organization of the Technical Proposal are presented in this Exhibit B and summarized in the Proposal checklist provided in Exhibit E. Proposers are to provide all the information set out in this Exhibit B. A copy of the checklist for the Technical Proposal shall be included in the Technical Proposal. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross-reference to its Proposal.

The Technical Proposal shall consist of the following major elements:

1 Executive Summary

2 Proposer Information, Certifications and Documents

3 Technical Plans and Solutions

4 Project Management Summary

5 Preliminary Project Baseline Schedule

6 Quality Management Summary

3.1 Executive Summary

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's Proposal and Proposer's ability to satisfy the Price and technical requirements of the Project. The Executive Summary shall not exceed five double-sided sheets (10 pages total). The Executive Summary shall not include any information regarding pricing. It shall, at a minimum, include the following:

(a) An explanation of the organization and contents of the Proposal.

(b) A summary of any changes to Proposer's SOQ.

(c) A summary of any changes in Proposer's organization, Equity Participants, other Major Participants and Key Personnel since submission of the SOQ.

(d) A summary of the proposed management, decision making and day-to-day operation structure of Proposer, and a statement that each Major Participant has committed to provide the specified personnel.

(e) A summary of the Schedule Solutions.

(f) A summary of the Technical Solutions.

3.2 Proposer Information, Certifications and Documents

3.2.1 Proposal Letter

The Proposal shall include the Proposal Letter (Form A). Proposer shall attach to the Proposal Letter the documents and information described in the section entitled "Additional Information to Be Provided with Proposal Letter" of Form A.

3.2.2 Information About Proposer, Major Participants and Other Subcontractors

The Proposal shall include a completed chart on Form B-1, including the names, contact information, role in the organization, licensing information, and description of work (if applicable) for Proposer and Equity Participants.

The Proposal shall include a completed Form B-2 providing information about Proposer and its team as specified therein.

The Proposal shall include a completed Form B-3 providing information regarding (i) each Major Participant (excluding Equity Participants that do not fall into clauses (a) through (d) of the definition of Major Participant); (ii) each firm that will provide engineering, architectural, surveying, planning, quality assurance and/or other professional services for development of the Project valued at $2 million or more ("Major Professional Services Firm"); and (iii) all other subcontractors identified by Proposer as of the Proposal Due Date. Proposer is advised that all Major Professional Services Firms must be identified at the time of the Proposal, and that, as a condition to final award and execution of the Contract, the successful Proposer must provide evidence that it and its Major Participants hold all necessary licenses and professional registrations.

Subcontractors not identified in the Proposal shall be selected in accordance with the requirements of Contract Section 7.2. Proposer is encouraged to review the provisions of New Hampshire laws related to the imposition of penalties for a failure to observe its provisions as such provisions will apply to this RFP, the Work, and the Contract Documents.

The Proposal shall include copies of organizational documentation described in the section entitled "Additional Information to Be Provided with Proposal Letter" of Form A for Proposer and Equity Participants, as well as other documentation required by Form B-2. If any modification to the organizational documents for such entity is contemplated prior to award, Proposer shall provide a brief description of the proposed legal structure and draft copies of the underlying organizational documents (described in the section entitled "Additional Information To Be Provided With Proposal Letter" of Form A) for such proposed entity.

3.2.3 Responsible Proposer Questionnaire

The Proposal shall include Form C, the "Responsible Proposer Questionnaire", signed by Proposer. As noted on the form, Proposer may provide it on its own behalf and on behalf of the Equity Participants, or Proposer may provide it on its own behalf and the individual Equity Participants on their own behalf. The same individual(s) who sign the Proposal Letter shall sign the form executed by Proposer. An authorized representative of such Equity Participant shall sign the forms signed by Equity Participants and the Proposal shall include evidence of signature authorization for such individual.

3.2.4 Blank

3.2.5 Key Personnel

3.2.5.1 Designation of Key Personnel Prior to Proposal Due Date

Each Proposer shall submit a package that includes an original and five copies of the information specified in this Section 3.2.5.1 to NHDOT, by the date and time for submittal of Key Personnel specified in ITP Section 1.4, for review and written approval by NHDOT, in its sole discretion. The package shall be delivered to the address set forth in ITP Section 2.2.1, and shall include a list of the proposed Key Personnel for each category identified in Technical Provisions, along with copies of resumes for each such person (which must contain the individual's qualifications and relevant work experience) and contact information for three references for each individual. If NHDOT, in its sole discretion, disapproves a proposed key person, Proposer shall submit the information required above for its proposed substitute, for review and approval by NHDOT in accordance with the foregoing process, at least 10 Business Days prior to the Proposal Due Date. The Proposal may not include any Key Personnel not previously approved by NHDOT in writing.

The Proposal shall identify the pre-approved Key Personnel and shall include Form E identifying personnel work assignments, as well as a statement signed by Proposer and the employer of each designated key person, committing to maintain such individual's availability for and active involvement in the Project. The Proposal also shall include copies of the resumes and contact information for each designated key person. Refer to the Contract Documents for information regarding time commitment requirements for Key Personnel and NHDOT's rights if it determines that any such personnel are not devoting sufficient time to the prosecution and performance of the work required for the Project.

Proposer may not make any changes in its Key Personnel after receipt of NHDOT approval, except as provided in the Contract Documents.

Approval by NHDOT of any Key Personnel shall not limit, modify or waive any rights of NHDOT under the Contract Documents with respect to Key Personnel or other Proposer personnel.

3.2.6 Letter Approving Key Personnel and Changes in Proposer's Organization

The Proposal shall include a copy of the letter(s) issued by NHDOT pursuant to Section 3.2.5.1 approving the Key Personnel. If Proposer's organization has changed since submission of the SOQ, Proposer shall specifically describe such changes and, if applicable, include a copy of NHDOT's approval letter provided under ITP Section 2.11.

3.2.7 Non-Collusion Affidavit

The Proposal shall include Form F, certifying that the Proposal is not the result of and has not been influenced by collusion.

3.2.8 Certification Regarding Buy America

The Proposal shall include Form G and Form G-1, regarding Buy America requirements.

3.2.9 DBE Requirements

The Proposal shall include a Certification of DBE Goal Attainment or Good Faith Efforts (Form H) confirming that Proposer will obtain DBE commitments equal to or exceeding the DBE participation goal or will exercise good faith efforts to substantiate its attempts to meet the goal.

3.2.10 Organizational Conflict of Interest Disclosure

The Proposal shall include a certification on Form J describing potential organizational conflicts of interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest.

3.2.11 Certification Regarding Equal Employment Opportunity

The Proposal shall include Form Q, regarding participation in contracts or subcontracts subject to the equal opportunity clause and the filing of required reports.

3.2.12 Surety Information

The Proposal shall include the following information regarding the Surety for the bonds to be provided in accordance with Section 8 of the Contract:

(a) Name of bonding company (must be rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company) and the name and address of the agent.

(b) Whether or not the listed bonding company defaulted on any obligation within the past ten years, and the details in the event of such default.

3.2.13 Debarment and Suspension Certification

The Proposal shall include Form R, certifying the status regarding debarment and/or suspension of proposer and all Major Participants, including each owner, partner, director, officer and manager.

3.2.14 Certification Regarding Use of Contract Funds For Lobbying

The Proposal shall include Form S, certifying that no federal appropriated funds have been or will be paid for lobbying activities and no other funds have been paid or will be paid to influence governmental decisions regarding this Project.

3.2.15 Skilled Labor Force Availability/Training/Apprenticeship

The Proposal shall include a description of Proposer's plan to identify and utilize a skilled and qualified labor force for the Work, specifically, with respect to construction activities. Proposer shall describe the manner in which it intends to comply with the requirements of New Hampshire law, including, without limitation, the apprenticeship requirements. Proposer shall identify and describe any agreement it has with a registered apprenticeship program, approved by the New Hampshire Apprenticeship Council, which has graduated apprentices in each of the past five years. This graduation requirement does not apply to programs providing apprenticeship training for any craft that has not been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft in the last five years. Proposer shall describe its plans and commitments for job training associated with the Project.

3.3 Proposal Security

The Proposal shall include either a proposal bond or irrevocable standby letter of credit as specified below.

Forfeiture of Proposal Security in accordance with ITP Section 4.6 will constitute liquidated damages. By submitting its Proposal, Proposer agrees and acknowledges that such liquidated damages are reasonable in order to compensate NHDOT for damages it will incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of NHDOT's transportation improvement program, with policy makers and with the general public, delays to the Project and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead and other administrative costs). By submitting its Proposal, Proposer further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts. The amounts of liquidated damages specified under Section 698 of the 2016 NHDOT *Standard Specifications for Road and Bridge Construction* represent good faith estimates and evaluations as to the actual potential damages that NHDOT would incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal, and do not constitute a penalty. By submitting its Proposal, Proposer agrees to such liquidated damages in order to fix and limit Proposer's costs and to avoid later disputes over what amounts of damages are properly chargeable to Proposer.

3.3.1 Proposal Bond

If a proposal bond is provided, it shall be in the amount of 10% of the Proposal Price and in the form of Form K-1 from a Surety rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company. The proposal bond shall be subject to forfeiture in accordance with ITP Section 4.6. Each proposal bond will be retained until the Contract Documents have been fully executed, after which the proposal bond for each unsuccessful Proposer, except those proposal bonds which have been forfeited, will be returned to the respective Proposers. The proposal bond for the successful Proposer shall be returned at such time as Proposer has satisfied all conditions of execution and award set forth in ITP Section 6.1.

3.3.2 Letter of Credit

If a letter of credit is provided, it shall be in the amount of 10% of the Proposal Price, which shall be in the form of Form K-2 issued by a financial institution with a credit rating of “A” or better according to Standard & Poor’s and with an office in Concord, New Hampshire at which the letter of credit can be presented for payment or, alternatively, if the issuing bank does not have offices in any of said cities in New Hampshire, the letter of credit may be submitted provided it is also confirmed by a financial institution with a credit rating of "A" or better according to Standard & Poor's having an office in Concord, New Hampshire at which the letter of credit can be presented for payment. The letter of credit shall be subject to forfeiture in accordance with ITP Section 4.6. Each letter of credit will be retained until the Contract Documents have been fully executed or the RFP has been canceled, after which the letter of credit for each unsuccessful Proposer, except those letters of credits which have forfeited, will be returned to the respective Proposers. The letter of credit for the successful Proposer shall be returned at such time as Proposer has satisfied all conditions of execution and award set forth in ITP Section 6.1. The letter of credit shall be valid for 270 days after the Proposal Due Date.

3.4 Escrow Agreement

A copy of the Escrow Agreement (Form L) shall be provided with the Technical Proposal, in a separate envelope labeled “[Proposer Name]: Escrow Agreement for the US Route 4 over Bunker Creek Bridge Replacement Project.”

4 TECHNICAL PROPOSAL

Proposer shall submit a Technical Proposal, which shall consist of four components: the Schedule Solutions (Section 4.1), Technical Solutions (Section 4.2), the Project Management Summary (Section 4.3) and the Quality Management Summary (Section 4.4).

4.1 Schedule Solutions

The Schedule Solutions component of the Proposal shall describe Proposer’s approach to implementing the work and shall include the Construction Staging, Sequence and Traffic Management (both US Route 4 and detour route) and a Baseline Schedule during Closure, and additional associated information, as described in this Section 4.1.

4.1.1 Baseline Schedule during Closure

The Proposal shall provide a Baseline Schedule during Closure and narrative for all portions of the Project and include at least the following:

(a) Narrative which describes the proposed execution of the work for the term of the Contract, and how the proposer will meet the 14 day maximum closure limit.

(c) The Baseline Schedule during Closure shall show achievement of Substantial Completion on or before the first day UNH students return in late Summer of 2020 (approximately August 28, 2020), assuming an NTP1 date no later than January 25, 2019.

(c) The number of days US Route 4 will be closed to complete the effort.

4.1.2 Construction Staging, and Sequencing during Closure and Prior to Closure

The Proposal shall provide a description of the construction staging, and sequencing during the construction of the Project. The information shall include at least the following:

(a) Concept drawings and description of the proposed construction staging and steps that will be taken to minimize disruptions to the traveling public and impacts on the Stakeholders and communities.

(b) A description how residential access will be accommodated during the construction closure.

4.1.3 Traffic Management on Detour route

The Proposal shall provide a description of the traffic control to maintain traffic on the detour route during the closure of US 4 during the construction of the Project. The information shall include at least the following:

(a) The overall traffic management approach.

(b) Concept drawings and description of the proposed traffic management that will be taken to minimize disruptions to the traveling public and impacts on the Stakeholders and communities.

(c) Communication and Coordination with the City of Dover, Town of Durham, New Hampshire.

(d) Emergency and Incident Management Plans

4.1.4 Traffic Management on US 4

The Proposal shall provide a description of the traffic control to maintain traffic on US 4 during the construction of the Project. The information shall include at least the following:

(a) The overall traffic management approach.

(b) Concept drawings and description of the proposed traffic management that will be taken to minimize disruptions to the traveling public and impacts on the Stakeholders and communities.

(c) Communication and Coordination with Town of Durham, New Hampshire.

(d) Emergency and Incident Management Plans

4.1.5 Preliminary Project Baseline Schedule

The Proposal shall provide a Preliminary Project Baseline Schedule and narrative for all portions of the Project and include at least the following:

(a) Preliminary Project Baseline Schedule for the design and ordering of materials.

4.2 Technical Solutions

The Technical Solutions component of the Proposal shall describe Proposer's approach to implementing the work and shall include a Design and Construction Plan, and additional associated information, as described in this Section 4.2. The Technical Solutions shall also include information with respect to perceived added value items and the incorporation of new technologies as follows:

1. Specifically identify characteristics of its Proposal which Proposer considers to improve upon or exceed the Project's technical requirements, as set forth in the Contract Documents, and which bring additional benefits and/or value to NHDOT and the public; and

2. Provide a method for assessing the net present value of any such Price benefits.

4.2.1 Design and Construction Plan

The Design and Construction Plan shall include information identified in Section 4.2.1.1 through Section 4.2.1.6 relevant to Proposer's schematic and proposed approach.

Proposer's schematic shall clearly identify the work to be completed by Design-Builder. Changes in alignments or other elements proposed by Proposer's schematic to the extent they will require an evaluation for compliance with the NHDOT-Provided Approvals and possibly re-evaluations and delays associated with such re-evaluations will be at Design-Builder's risk.

4.2.1.1 Bridges and Retaining Walls if needed

The Proposal shall provide a description of the bridge and retaining walls if needed for the Project. The information shall include at least the following:

(a) Proposed refinements to design criteria, concepts bridge span with sufficient detail to indicate bridge type, foundation types, width, controlling underclearances, and waterway opening. Lane configurations and clear zones of roadways shall be clearly indicated as applicable.

(b) A description of elements that will reduce life cycle cost on the bridge.

(c) Concept plans for retaining walls if needed shall indicate wall types (including a typical section for each type), proposed locations and limits.

4.2.1.2 Roadway

The Proposal shall provide a description of the roadway components for the Project. The information shall include at least the following:

(a) General project roadway information including right of way and Project limits, design speeds, cross slopes, lane widths, and barrier type and location.

(b) Proposed refinements in the design criteria, horizontal and vertical geometric configuration of the Project Schematics.

(c) Preliminary pavement design report providing details of the proposed designs, material types, roadway classifications, traffic loading and design life considerations.

4.2.1.3 Environmental Permitting, Mitigation and Impacts

The Proposal shall provide a description of its approach to complying with the environmental requirements of the Project and any environmental issues that may arise. The information shall include at least the following:

(a) A list of environmental permits, permit amendments and other approvals, whether state, federal or local, that will or may be required,

together with the name of the issuing agency and a plan for obtaining required permits and permit amendments in a timely manner.

(b) A description of the measures that will be undertaken to ensure compliance with environmental permits and approvals and approvals relating to cultural resources.

(c) A description of the environmental issues anticipated to be encountered on the Project and how design and construction will address the anticipated impacts and be sensitive to the environment.

4.2.1.4 Geotechnical Design Solutions

The Proposal shall provide a description of the geotechnical components that will be incorporated for the Project. The information shall include at least the following:

(a) Bridge abutment support configuration of the Project Schematics.

(b) Roadway efforts that support the Project Schematics and solutions employed to address any potential short and long term settlement of the roadway.

4.2.1.5 Drainage

The Proposal shall provide a description of the drainage required for the Project. The information shall include at least the following:

(a) A description of how Proposer plans to provide the necessary drainage for the project roadways.

4.2.1.6 Utilities

The Proposal shall provide a description of the utilities design for the Project. The information shall include at least the following:

(a) A description of how Proposer plans to work with the utility companies to provide the necessary services for the US Route 4 over Bunker Creek Bridge and adjacent roadways.

4.3 Project Management Plan

The Project Management Plan shall set out Proposer's management approach to design, construction, traffic management, maintenance during construction, documentation, auditing/reporting for the Project, risk, community outreach, and organizational structure. The minimum information to be provided within the Project Management Plan is detailed in this Section 4.3.

4.3.1 General Project Management

The Project Management Plan shall describe Proposer's overall Project management plan and approach to the work (including design, and construction,), including at least the following:

(a) A description of the methods to be used to assure necessary communication and documentation within Proposer's team, including communication among the sub-organizations and management personnel.

(b) A description of how Proposer intends to: (i) provide the experienced personnel, facilities and equipment, and to integrate such resources, to complete each aspect of the Project; (ii) control and coordinate the various Subcontractors; (iii) interface with NHDOT, its consultants and relevant federal, State and local agencies; (iv) interface with Utility Owners; (v) control Project schedules and minimize Project costs; and (vi) comply with applicable Laws.

(c) A description of Proposer's plan to manage permitting and third-party coordination and approvals.

(d) An organization chart outlining the basic structure of Proposer's Project organization (including the design and construction sub-organizations) and a description of the roles, responsibilities, interrelation and work to be accomplished by each member of the management team and each sub-organization, including identified Subcontractors and Suppliers (at all tiers).

(e) Information describing how each of the Key Personnel will fit into the organization, including a description of each key person's function and responsibility relative to the Project, and indicating the percent of time that the person will devote to the Project.

(f) A detailed description of how the team members will work together to provide a unified design, construction, and quality approach to all elements of the Work.

(g) A description of the team decision making process, how internal disputes between team members will be resolved and how Proposer will avoid adverse impacts to the Project (cost, schedule or quality) in the event of such disputes.

(f) All major training program(s) to ensure that continuous improvement practices are being implemented.

(h) Information regarding the current and projected workload and backlog of Proposer team (including all Major Participants).

(i) A preliminary safety plan meeting the requirements set forth in the Technical Provisions.

4.3.2 Coordination with Stakeholders

The Project Management Plan shall describe Proposer's overall plan and approach to coordinating with Stakeholders, including at least the following:

(a) A description of the methods to be used to assure communication, cooperation and coordination with Project Stakeholders, including emergency services, the Town of Durham, New Hampshire, and University of New Hampshire.

(b) A description of the approach to communication and cooperation with businesses, residents and the traveling public.

4.3.3 Risk Management

The Project Management Plan shall describe the approach to identification, management, mitigation, and allocation of Project-specific risks, including a risk matrix, which shall identify the following at a minimum:

(a) Significant risk categories during the design and construction of the Project.

(b) The potential consequences of the identified risks.

(c) The probability/likelihood of risks.

(d) Proposed procedures and tools to conduct a risk sensitivity analysis.

(e) Risk-mitigation strategies to eliminate or reduce specific risks.

4.3.4 Schedule and Cost Control Management

The Project Management Plan shall provide a description of Proposer's plan and management approach for schedule and cost control on the Project, including at least the following:

(a) Describe Proposer's document, cost control and schedule management system to be used to control and coordinate the cost and schedule of the work during the term of the Contract, including during design and construction.

(b) Describe the proposed Project schedule methodology and cost control approach and include at least the following:

- A description of the system used for preparing and updating the Project schedule.
- A description of the system used for preparing and updating the schedule of values.
- A description of the proposed plan to integrate Subcontractor activities into Proposer's scheduling and reporting system.
- A description of the proposed approach for calculating progress performance on a monthly basis and preparing payment requests.
- A description of how Proposer will approach re-scheduling of its work to achieve schedule recovery objectives and how these objectives will be enforced with its work force and Subcontractors.
- The number of full-time equivalent personnel who will perform scheduling, reporting, invoicing and other Project controls functions for the Project.

4.3.5 Public Information and Communications

The Project Management Plan shall provide a description of Proposer's plan and management approach for public information and communication, including at least the following:

(a) Proposer's approach to positively implement and manage community relations and liaison with NHDOT and Stakeholders during the design and construction stages of the Project, including consideration of all outreach activities, impacts on commuter travel and the adjacent community, and other specific aspects, such as noise impacts, fugitive light, and construction traffic. Proposer shall describe its approach to public information activities, including identification of personnel for such effort and how Proposer will manage interaction with NHDOT, elected officials, public agencies, the communities, and other Stakeholders. Proposer shall address all elements of the proposed public information and communications plan as required in Technical Provisions. Describe the Proposer's approach to maintain NHDOT's "Vision" & anticipated benefits.

(b) Proposer's approach to public comments and mitigation of business, residents and the public's concerns.

4.3.6 Environmental Management

The Project Management Plan shall provide a description of Proposer's plan and management approach to environmental compliance and permitting, including at least the following:

(a) Applicable laws, rules and regulations.

(b) The method Proposer will use to ensure planning commitments are integrated into design, construction and maintenance of the Project.

4.3.7 Design Management

The Project Management Plan shall provide a description of Proposer's plan and management approach for performing design on the Project, including at least the following:

(a) A description of how Proposer intends to manage the development and coordination of design, including issues such as right of way, survey, environmental permitting, utilities, community relations and safety issues.

(b) A description of the proposed approach for delivering the design for the Project, including where the designers will be located, how designs are to be developed by different firms, how offices will be integrated and work coordinated to ensure consistency and quality.

(c) A description of how the design personnel will interface with the construction personnel to achieve a quality constructed Project that minimizes long-term maintenance.

(d) A description of how the design team will interface with NHDOT during the design and review process.

4.4 Quality Management Plan

The Quality Management Plan shall provide a description of Proposer's plan and approach to quality management during all stages of the Project through mobilization, design, and construction of the Project. The Quality Management Plan will outline the Design-Builder's Quality Control (QC) systems that will be employed to ensure that the work is executed with minimal requirement for corrective work. The plan shall detail the QC systems employed to detect noncompliance, correct the consequences of noncompliance and to prevent the reoccurrence of repeat noncompliance.

The Quality Management Plan shall include at least the following:

4.4.1 General Quality Management

(a) A brief description of the QC system approach used on similar projects and Design-Build policies demonstrating management commitment to Quality Control.

(b) The interface between the Design QC processes and the Construction QC processes.

(c) The approach to interface with NHDOT's Acceptance/Verification staff and systems for both design and construction.

(d) The approach to ensuring conformance with federal oversight requirements.

(e) Interfacing with third parties and other Stakeholders.

4.4.2 Quality Control Organization

(a) A description of the proposed Quality Control organization, including the name and resume of Key Personnel responsible for quality management.

(b) An organization chart showing the quality management structure, along with a staffing plan by position title.

(c) A description of Proposer's QC organization structure and authority, including:

- How the QC Audit staff will be functionally independent so that such individuals will have the authority to effect changes in the event of Design-Builder's failure to comply with the Contract Documents.

4.4.3 Document Management Procedures

(a) Proposed quality management documentation procedures.

(b) Proposed approach to paper and electronic project filing and file naming convention.

(c) Proposed approach to electronic file revisions and redline markup standards.

(d) Proposed approach to email standards and protocols and filing system.

(e) A description of Quality Control procedures for preparing and organizing Design Plans, specifications, reports, calculations, and other Construction documents.

(f) A description of Quality Control procedures for all Construction QC inspection and testing reports and records.

(g) Proposed electronic storage system for all random QC inspection and testing data and approach to interfacing with NHDOT's Acceptance/Verification data for NHDOT to perform mathematical validation.

4.4.4 Design Quality Control Procedures

(a) A description of the Design QC organization, including a chart showing the relationship of the Design QC Audit Team and other Project staff, including the Construction QC Audit Team staff.

(b) A description of QC "self-check" activities by Design Production personnel.

(c) A description of both the formal and the informal process for design submittals, reviews, design deficiency corrections and change tracking.

(d) A description of formal QC checks and reviews performed by the Design QC Audit Team.

(e) A description of specific activities that will require coordination between the Design Production Personnel and Construction Production Personnel and Construction QC staff.

(f) The approach to curing noncompliance and ensuring that repeat mistakes are avoided.

4.4.5 Construction Quality Control Procedures

(a) A description of the Construction QC organization, including a chart showing the relationship of the Construction QC Audit Team and other Project staff.

(b) A description of QC "self-inspection" activities by Construction Production personnel.

(c) A description of specific activities that will require coordination between the Construction Production Personnel, Construction QC staff, and other Project staff.

(d) Identification of specific major Work Items for which the Design-Builder will prepare Construction QC Plans.

(e) A description of formal QC inspection and testing performed by the Construction QC Audit Team.

(f) A description of the approach to curing noncompliance and ensuring that repeat mistakes are avoided.

(g) A description of the approach to Quality Control of "Project Produced Materials".

(h) A description of the approach to Quality Control of "Fabricated Structural Materials".

(i) A description of the approach to Quality Control of "Standard Manufactured Materials".

(j) Proposed QC Laboratories and their accreditation or qualification.

(k) Proposed QC inspection and testing personnel qualification/certification requirements.

Exhibit C
PRICE PROPOSAL INSTRUCTIONS

1 GENERAL INSTRUCTIONS

This Exhibit C describes the submission format for Price Proposals and outlines the required information that will comprise the Proposal.

Proposer shall submit the information required by this Exhibit C in the organization and format specified herein. The Price Proposal shall be organized in the order listed in Exhibit E, and shall be clearly indexed. Each component of the Price Proposal shall be clearly titled and identified.

All forms named herein are found in Exhibit D, unless otherwise noted. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

1.1 Format of Price Proposal

All price, cost and Price information provided in the Price Proposal shall be in U.S. Dollar currency only and all amounts shall be stated as nominal dollars.

If there are any differences between individual line amounts and totals, the individual line amounts will prevail.

1.2 Contents of Price Proposal

All parts of the Proposal that indicate Price and Price information are to be included in the Price Proposal.

The required contents and organization of the Price Proposal are presented in this Exhibit C and summarized in the Proposal checklist provided in Exhibit E. Proposers are to provide all the information set out in this Exhibit C. A copy of the checklist for the Price Proposal shall be included in the Price Proposal. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

2 PRICE INFORMATION

2.1 Price and Cash Flow Adjustment Table/Payment Curve

Proposer shall submit a Price Proposal using Form N-1 setting forth the total price for the work required under the Contract Documents. Form N-2 shall set forth the cash flow corresponding to the anticipated draw requests for the work required under the Contract Documents. The draw requests shall be established by anticipated percentage complete on a monthly basis, and shall be limited by the maximum payment curve.

Proposer shall submit a Completion Deadline using Form P setting forth the number of US Route 4 closure days to achieve Substantial Completion to be used in the determination of the Proposal Price Value. The number of days to achieve Substantial Completion shown on Form P may be less than that represented in the Preliminary Project Baseline Schedule included with the Technical Proposal. The Proposal will be deemed non-responsive if the number of days is greater than that shown in the Preliminary Project Baseline Schedule

Proposer shall submit a Proposal Price Value using Form O setting forth the Price Value to be used in the determination of the Price Score and Total Proposal Score.

2.2 EPDs

The Price Proposal shall contain Proposer's EPDs, which shall be delivered separately into escrow as provided in ITP Section 4.3.2.

Exhibit D
REQUIRED FORMS

(Provided separately)

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Exhibit E
SUMMARY AND ORDER OF PROPOSAL CONTENTS

Proposal Component		Form (if any)	ITP Section Cross-Reference
Technical Proposal			
Proposers shall follow the order of this checklist in their submissions. A referenced copy of this document shall be submitted with the Technical Proposal.			
A.	**Executive Summary**		
	Executive Summary **(Exclude price information)**	No forms are provided	Exhibit B, Section 3.1
B.	**Proposer Information, Certifications & Documents**		
	Proposal Letter	Form A	Exhibit B, Section 3.2.1
	Authorization Documents	No forms are provided	Exhibit B, Section 3.2.1
	Identification of Proposer and Equity Participants	Form B-1	Exhibit B, Section 3.2.2
	Information About Proposer Organization	Form B-2	Exhibit B, Section 3.2.2
	Information About Major Participants, Major Professional Services Firms and Identified Subcontractors	Form B-3	Exhibit B, Section 3.2.2
	Responsible Proposer and Major Participant Questionnaire	Form C	Exhibit B, Section 3.2.3
	Personnel Work Assignment Form	Form E	Exhibit B, Section 3.2.5
	Key Personnel statement of availability	No forms are provided	Exhibit B, Section 3.2.5
	Letters Approving Key Personnel	No forms are provided	Exhibit B, Section 3.2.6
	Letters Approving Changes in Proposer's Organization	No forms are provided	Exhibit B, Section 3.2.6
	Non-Collusion Affidavit	Form F	Exhibit B, Section 3.2.7
	Buy America Certification	Form G Form G-1	Exhibit B, Section 3.2.8

Proposal Component	Form (if any)	ITP Section Cross-Reference
DBE Certification	Form H	Exhibit B, Section 3.2.9
Conflict of Interest Disclosure Statement	Form J	Exhibit B, Section 3.2.10
Equal Employment Opportunity Certification	Form Q	Exhibit B, Section 3.2.11
Surety Information	No forms are provided.	Exhibit B, Section 3.2.12
Debarment and Suspension Certification	Form R	Exhibit B, Section 3.2.13
Certification Regarding Use of Contract Funds for Lobbying	Form S	Exhibit B, Section 3.2.14
Skilled Labor Force Availability/Training/ Apprenticeship	No forms are provided.	Exhibit B, Section 3.2.15
C. Technical Proposal		
Schedule Solution	No forms are provided	Exhibit B, Section 4.1
Technical Solutions	No forms are provided	Exhibit B, Section 4.2
Project Management Summary	No forms are provided	Exhibit B, Section 4.3
Quality Management Summary	No forms are provided	Exhibit B, Section 4.4
D. Appendices		
Key Personnel Resumes and References	No forms are provided	Exhibit B, Section 3.2.5.1
Technical Drawings, Graphs and Data	No forms are provided	Exhibit B, Section 4.1
Project Schedules	No forms are provided	Exhibit B, Section 4.1.1
Escrow Agreement (in a separate envelope)		
Escrow Agreement	Copy of Form L	ITP Section 4.2.2

Proposal Component	Form (if any)	ITP Section Cross-Reference
Price Proposal		
Price Information		
A. Price Proposal	Form N-1	Exhibit C, Section 2.1
B. Cash Flow Adjustment Table/Payment Curve	Form N-2	Exhibit C, Section 2.1
C. Proposal Price Value	Form O	Exhibit C, Section 2.1
D. Completion Deadlines	Form P	Exhibit C, Section 2.1
Proposal Security (Proposal Bond or Letter of Credit) (in a separate envelope)		
Proposal Bond	Form K-1	Exhibit B, Section 3.3.1
Letter of Credit	Form K-2	Exhibit B, Section 3.3.2
Escrowed Proposal Documents		
(To be submitted under separate cover to the Escrow Agent by the date specified in Section 1.4 of the ITP)		
Escrow Agreement	Form L (3 executed copies)	ITP, Section 4.3.2
EPDs	No forms are provided	ITP, Section 4.3.2

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Exhibit F
Form of Stipend Agreement

STIPEND AGREEMENT

(US Route 4 over Bunker Creek Bridge Replacement Project)

THIS STIPEND AGREEMENT is made and entered into this _____ day of _____, the New Hampshire Department of Transportation ("NHDOT") and _____ of _____ duly authorized to conduct business in the State of New Hampshire ("Proposer"), with reference to the following facts:

A. Proposer is one of the design-build proposers prequalified to submit Proposals for the US Route 4 over Bunker Creek Bridge Replacement Project (the "Project"), and wishes to submit a Proposal in response to the Request for Proposals for the Project issued by the NHDOT on May 24, 2018 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP

B. The RFP requires each prequalified design-builder to execute and deliver a Stipend Agreement to the NHDOT by the date specified in the RFP, as a condition to NHDOT's acceptance of a Proposal from such design-builder.

NOW, THEREFORE, the Proposer hereby agrees as follows:

1. SERVICES AND PERFORMANCE

(a) NHDOT hereby retains Proposer to prepare a responsive Proposal in response to the RFP. A "responsive" Proposal means a Proposal submitted by a qualified Proposer which conforms in all material respects to the requirements of the RFP, as determined by NHDOT, in its sole discretion, and is timely received by NHDOT.

(b) Subject to the provisions of the RFP Documents regarding ownership of EPDs, all work performed by Proposer and its team members pursuant to this Agreement shall be considered work for hire, and the products of such work shall become the property of NHDOT without restriction or limitation on their use. Neither Proposer nor any of its team members shall copyright any of the material developed under this Agreement.

2. TERM

Unless otherwise provided herein, the provisions of this Agreement shall remain in full force and effect until execution of the Contract by NHDOT and the successful proposer or until two years from the date of the execution of this Agreement, whichever occurs first. Services are authorized to commence effective upon the execution date of this Agreement and Proposal, and they are due by the dates set forth in the RFP.

3. COMPENSATION AND PAYMENT

(a) If, following receipt of Proposals as requested by the RFP, the Contract is awarded by NHDOT to a proposer other than Proposer, then, subject to the terms of this Agreement (including, without limitation, Proposer's full compliance therewith), NHDOT agrees to pay Proposer for the herein described services a lump sum in the amount of $35,000. If, following receipt of Proposals as requested by the RFP, the Contract is not awarded to any Proposer by NHDOT, NHDOT agrees to pay Proposer for the herein described services a lump sum in the amount of $35,000. Proposer will not be compensated if the Proposal, including, without limitation, the Price Proposal, is determined by NHDOT to be non-responsive, or if NHDOT withdraws the RFP prior to the due date for Proposals.

(b) If NHDOT awards the Contract to Proposer, Proposer will not be entitled to compensation hereunder.

(c) To be eligible for payment of a stipend under this Agreement, within 7 days after notice of award is posted, Proposer shall submit a request to NHDOT in writing pursuant to which Proposer shall affirmatively and clearly state, in a manner acceptable to NHDOT, in its sole discretion, that Proposer will not contest NHDOT's award of the Contract and including an express and irrevocable waiver therefor. Proposer acknowledges and agrees that should it contest the award, it shall forfeit and not be eligible to receive a stipend or other payment under this Agreement.

(d) Payment will be owing hereunder only after receipt and approval of goods and services, and will be made within thirty (30) days after receipt of a proper invoice submitted to NHDOT under this Section 3(c). Such invoice may not be submitted until one business day after the earlier to occur of (i) award of the Contract, (ii) cancellation of the procurement, or (iii) expiration of the time period for award stated in the RFP, as the same may have been extended by NHDOT pursuant to the terms of the RFP. NHDOT will advise Proposer when said Contract is executed.

(e) This Agreement involves the submission of a Proposal by Proposer that must be received by the due date set forth in the RFP and determined responsive by NHDOT as a condition of payment.

4. INDEMNITIES AND SURETYSHIP

(a) INDEMNITY. Proposer agrees that it will indemnify, defend, and hold harmless NHDOT and all of NHDOT's commission members, officers, agents, and employees from any claim, loss, damage, cost, charge, or expenses arising out of any acts, actions, neglect, or omissions by Proposer, its agents, employees, or Subcontractors during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which NHDOT or said parties may be subject, except that neither Proposer nor any of its Subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole gross negligence of NHDOT or any of its commission members, officers, agents, or employees.

(b) Proposer's obligation to indemnify, defend, and pay for the defense or at NHDOT's option, to participate and associate with NHDOT in defense and trial of any claim and any related settlement negotiations, shall be triggered by NHDOT's notice of claim for indemnification to Proposer. Proposer's inability to evaluate liability or its evaluation of liability shall not excuse Proposer's duty to defend and indemnify within seven (7) days after such notice by NHDOT is given by registered mail. Only Proposer's adjudication or judgment after the highest appeal specifically finding NHDOT solely and grossly negligent shall excuse performance of this provision. Proposer shall pay all costs and fees related to this obligation and its enforcement by NHDOT. NHDOT's failure to notify Proposer of a claim shall not release Proposer of the above duty to defend.

5. COMPLIANCE WITH LAWS

(a) Proposer acknowledges that all written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to NHDOT during this procurement process, excluding only the EPDs, are, upon their receipt by NHDOT, the property of NHDOT and are subject to the New Hampshire Right to Know Law (RSA 91A).

(b) Proposer shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the Work or payment for Work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of Work under this Agreement.

(c) Proposer covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to Work performed under this Agreement.

Proposer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the Work performed pursuant to this Agreement.

6. EARLY TERMINATION

This Agreement may be terminated by NHDOT in whole or in part at any time termination is in the interest of NHDOT. No payment will owe by NHDOT in the event of any such termination, except as provided in Section 3(a) above.

7. ASSIGNMENT

Proposer shall not assign, transfer, pledge, sell or otherwise convey this Agreement without NHDOT's prior written consent, in its sole discretion. Any assignment of this Agreement without such consent shall be null and void and shall, in NHDOT's sole discretion, disqualify Proposer from further consideration for the design-build procurement and Project.

8. MISCELLANEOUS

(a) Proposer and NHDOT agree that Proposer, its team members, and their respective employees are not agents or representatives of NHDOT as a result of this Agreement.

(b) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.

(c) This Agreement, together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.

(d) It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of New Hampshire, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

(f) This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION

By:_____

Name:_____

Title:_____

APPROVED AS TO FORM:

By: _____

[insert Proposer's name]

By:_____

Name:_____

Title:_____