

# THE STATE OF NEW HAMPS DEPARTMENT OF TRANSPORTATION



#### CHRISTOPHER D. CLEMENT, SR. **COMMISSIONER**

JEFF BRILLHART, P.E. ASSISTANT COMMISSIONER

> Bureau of Highway Design June 7, 2013

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

## REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with The Louis Berger Group Inc., Manchester, NH and Morristown, NJ; Vendor #166454; for an amount not to exceed \$750,000.00; for on-call engineering services primarily for, but not limited to, the I-93 Salem-Manchester Improvement Project; effective upon Governor and Council approval through July 31, 2016.

Funding is contingent upon the availability and continued appropriation of funds in FY 2014, 2015, and 2016, as follows:

04-096-96-963515-3054 FY 2014 FY 2015 FY 2016 Consolidated Federal Aid 046-500464 Gen Consultants Non-Benefit \$250,000 \$250,000 \$250,000

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

# **EXPLANATION**

The Department requires on-call consulting engineering and technical highway design services primarily for the I-93 Salem-Manchester Improvement Project, but also to increase the Bureau of Highway Design's capacity to address other highway related engineering issues and projects. The work includes preliminary and final design efforts involving preparation of plans, estimates, specifications, and studies to address all facets of highway infrastructure and issues. Typical assignments may include providing engineering, technical, and/or drafting services for construction of new or rehabilitation of existing roadways, minor drainage structures (culverts), intersection improvements, multi-use recreational paths/bikeways, Park-and-Ride lots, roadway channelization, signalization, safety studies, road safety audits, safety signage, and sidewalk improvements. Landscape design/drafting, review of commercial development drive requests and traffic impact statements, providing Design-Build assistance and construction review services, and other improvements that provide enhanced facilities for alternative modes of transportation are also envisioned.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications based contract was initiated by a solicitation for consultant services for a Statewide On-Call Highway Design Services contract. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on November 30, 2012, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on December 27, 2012 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on January 24, 2013 through

a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on March 14, 2013 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (The completed individual rating ballots and the ranking summary form are attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of fourteen (14) consultant firms that were considered for this assignment, with the three shortlisted firms shown in bold, is as follows:

The Louis Berger Group, Inc.
CHA, Inc.
CLD Consulting Engineers, Inc.
CMA Engineers
Fay, Spofford & Thorndike, LLC
Gove Environmental Services, Inc.
Green International Affiliates, Inc.

Green International Affiliates, Inc Hoyle, Tanner & Associates, Inc. Jacobs Engineering Group, Inc. McFarland-Johnson, Inc. Pathways Consulting, LLC TY Lin International URS Corporation

Vanasse Hangen Brustlin, Inc.

Office Location

Manchester, NH

Keene, NH Manchester, NH

Manchester, NH

Bedford, NH

Exeter, NH

Westford, MA Manchester, NH

Manchester, NH Concord, NH

Lebanon, NH

Concord, NH Salem, NH

Bedford, NH

The firm of The Louis Berger Group, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services. Background information on this firm is attached.

The Louis Berger Group, Inc. has agreed to furnish the on-call services for an amount not to exceed \$750,000. The cost for individual Task Orders assigned under these contracts will be negotiated and use of a modified cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Highway Design Services 26384) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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

Sincerely,

Christopher D. Clement, Sr.

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Commissioner

# PROJECT: Statewide On-Call Highway Design Services

DESCRIPTION: One (1) Statewide On-Call Highway Design Agreement, anticipated to have a maximum value of \$750,000 over a three-year term, is needed to provide on-call engineering, technical, technical writing and/or drafting skills with a primary focus on, but not limited to, the I-93 Salem to Manchester Improvement Project.. Typical assignments include providing engineering, technical, and/or drafting services for design and construction engineering services for new transportation facilities and/or rehabilitation of existing roadways; drainage design (culverts and closed drainage systems) including hydraulic and hydrologic analyses, and construction stormwater assessments, utilizing existing drainage model files; best Management Practices (BMPs) for water quality enhancements, including modifying existing BMPs to meet revised/ updated NHDES water quality requirements; pollutant loading analysis; environmental investigation, documentation and permitting; right-of-way plan development (including Registry recording plans); Intelligent Transportation System (ITS) accommodations; intersection improvements/ traffic signal system evaluations; traffic capacity analysis; traffic control for construction, including constructability evaluations; utility relocation and coordination; landscape design/ drafting; construction review services; public involvement process; technical writing assignments could include preparation of reports, specifications, procedures, etc. This work will require Professional Engineer licensure in the State of New Hampshire.

Services Required: RDWY, TRAF, LAND, HYD

## **SUMMARY**

The Louis Berger Group, Inc.	2	1		1	1	1	1	8
Fay, Spofford & Thorndike, LLC	3	3	3	3	3	3	3	21
Vanasse, Hangen Brustlin, Inc.	1	2	2	2	2	2	2	13

#### **EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations		Scoring of Firms		
	W E I G H	The Louis Berger Group, Inc.	Fay, Spofford & Thorndike, LLC	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	20	A	19
Clarity of the Proposal	20%	19	14	20
Capacity to Perform in a Timely Manner	20%	19	16	19
Quality & Experience of Project Manager/Team	20%	18	18	19
Previous Performance	10%	18	#7	19
Overall Suitability for the Assignment*	10%	19	6	8
Total	100%	93	75	94

\*Includes usage, quality and experience of subconsultants proposed and proven expe

Ranking of Firms:

1. VHB

2. 236

3. FSI

Rating Considerations		Sco	oring of Fi	nns
	W E ! G H	The Louis Berger Group, Inc.	Fay, Spofford & Thorndike, LLC	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	16	18
Clarity of the Proposal	20%	18	15	17
Capacity to Perform in a Timely Manner	20%	18	17	18
Quality & Experience of Project Manager/Team	20%	18	17	18
Previous Performance	10%	7	7	8
Overall Suitability for the Assignment*	10%	9	7	8
Total	100%	89	79	87

\*Includes usage, quality and experience of subconsultants proposed and proven exper

Ranking of Firms:

1. LBG

2. VHB

3. FST

# **EVALUATION OF TECHNICAL PROPOSALS** (continued)

Rating Considerations		Sco	oring of Fi	rms
	W E I G H	The Louis Berger Group, Inc.	Fay, Spofford & Thorndike, LLC	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	20	18	18
Clarity of the Proposal	20%	18	17	18
Capacity to Perform in a Timely Manner	20%	15	18	18
Quality & Experience of Project Manager/Team	20%	20	18	18
Previous Performance	10%	(0	Le	10
Overall Suitability for the Assignment*	10%	10	le	q
Total	100%	97	75	91

\*Includes usage, quality and experience of subconsultants proposed and proven exper

Ranking of Firms:

1. LBG

2. VHB

1. FST

Rating Considerations		Sc	oring of Fi	rms
	W E 1 G H	The Louis Berger Group, Inc.	Fay, Spofford & Thorndike, LLC	Vanesse, Hangen Brustlin, Inc.
Compreheusion of the Assignment	20%	19	15	.19
Clarity of the Proposal	20%	19	15	18
Capacity to Perform in a Timely Manner	20%	19	15	19
Quality & Experience of Project Manager/Team	20%	18	15	19
Previous Performance	10%	9	5	9
Overall Suitability for the Assignment*	10%	9	5	8
Total	100%	93	70	92

"Includes usage, quality and experience of subconsultants proposed and proven exper

Ranking of Firms: 1. Louis Bury Group, Inc.

2. Varasse Hangen Bruittini, Inc. 3. Fay, Spotford Thornadt, Lec

Rating Considerations		Sci	oring of Fi	פמת	
	W B I G II	The Louis Berger Group, Inc.	Fay, Spofford & Thorndike, LLC	Vanasse, Hangen Brustlin, Inc.	
Comprehension of the Assignment	20%	20	16	20	l
Clarity of the Proposal	20%	18	16	18	
Capacity to Perform in a Timely Manner	20%	20	18	18	
Quality & Experience of Project Manager/Team	20%	18	16	16	
Previous Performance	10%	10	8	10	
Overall Suitability for the Assignment*	10%	10	6	8	
Total	100%	96	80	90	

\*Includes usage, quality and experience of subconsultants proposed and proven experi

1. LBG Ranking of Firms:

2. VHB

3.FST

Rating Considerations		Sec	ring of Fi	ms
·.	W E I G H	The Louis Berger Group, Inc.	Fay, Spofford & Thorndike, LLC	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	20	16	19
Clurity of the Proposal	20%	19	lle	19
Capacity to Perform in a Timely Manner	20%	19	17	18
Quality & Experience of Project Manager/Team	20%	19	19	19
Previous Performance	10%	9	9	9
Overall Suitability for the Assignment*	10%	9	6	8
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Rating Considerations		Sec	ring of Fi	mä
	W E I G II	The Louis Borger Group, Inc.	Fay, Spotford & Thurndike, LLC	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	5	18
Clarity of the Proposal	20%	16	12	17
Capacity to Perform in a Timely Manner	20%	18	17	16
Quality & Experience of Project Manager/Team	20%	18	17	16
Previous Performance	10%	В	6	6
Overall Suitability for the Assignment*	10%	8	5	В
Total	100%	86	62	81

\*Includes usage, quality and experience of subconsultants proposed and proven expe

Ranking of Firms:

1. LBG

2. VHB

3. FST

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# Darrell Ford, PE Project Manager

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he our Berge	er Group Education	Registrations/Certifications
Years of Experience 38.	BS: Civil Engineering	Professional Engineer (NH. ME/VT)
Years with Firm 21	AS Civil Engineering	
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	Graduate-MBA, Course	
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Mr. Ford has 38 years of experience in all aspects of civil/highway design and construction and serves as the Civil/Transportation Manager for the northern New England division of The Louis Berger Group, Inc. He has design and construction experience for many different types of civil engineering projects including site design, highways, municipal utilities, signalized intersections, roundabouts, bicycle lanes, traffic enhancement projects, CMAQ projects, bridge, and airport projects. Mr. Ford has been the civil design Project Manager for large transportation projects including the Exit 4 and mainline segment of I-93 widening through Londonderry, New Hampshire, the Dewey Square Tunnel and Surface Artery segment of the Boston CA/T project, and both landside and airside improvements for the expansion of Terminal E at Logan International Airport, Boston, MA. Mr. Ford is licensed as a Professional Engineer in four New England states.

Relevant Project/Work Experience NHDOT, I-93 Salem-Manchester Corridor Widening, Salem/Manchester, New Hampshire. Quality control manager for the final design of the Southern Segment of this \$300 million reconstruction which includes widening of Interstate I-93 for approximately eight miles, and the replacement of 19 bridges from the Massachusetts border, northerly, through the towns of Salem and Windham. The design consists of expanding I-93 from the previously existing two-lane facility to a four-lane section and the upgrade of interchanges at Exits 1, 2 and 3. Water quality is a major project issue with the design incorporating over 30 water quality treatment basins. Project includes full engineering services from preliminary design to development of contract and right-of-way documents for twelve construction contracts.

NHDOT, U.S. Route 3 over F.E. Everett Turnpike, Design/Build Project, Bedford, New Hampshire. Roadway task manager for the tender design, final design and construction phase services for the \$11.5 million project that carries U.S. Route 3 over the F.E. Everett Turnpike on behalf of E.D. Swett and Continental Paving, Inc. The project includes replacement of the existing bridge with a 200' structure that will accommodate the future widening of the F.E. Everett Turnpike, along with approximately 3,000' of reconstruction of U.S. Route 3. Roadway reconstruction includes a realignment of U.S. Route 3, widening to accommodate additional thru-lanes and turn lanes, storm water treatment facilities, new granite curb and sidewalk, landscaping, and storm drainage system improvements.

NHDOT, Route I-93, Windham to Manchester, New Hampshire. Project manager for the final design of a segment of the northern section of the I-93 widening project including three miles of the two-barreled, eightlane I-93, three quarters of a mile of NH Route 102, Exit 4 interchange ramps, a new 350' span by 125' wide curved girder bridge for NH Route 102, and widening of two additional bridges and two major culverts. The design included horizontal and vertical geometric realignments and associated roadway improvements including the complex traffic control plan. To meet stringent EIS commitments, the design incorporated the latest NHDES water quality design requirements for pollutant loading and BMP designs. Storm water control, complete watershed modeling, and pre vs. post flow analysis were necessary components of the design.

Mount Support Road, Lebanon, New Hampshire. Project manager for the final design and construction of 7,000 feet of major road reconstruction. Project includes survey, geotechnical investigations, drainage design, design of a 10-foot wide multi-use path adjacent to the roadway, a pervious concrete sidewalk, and preparation of final plans and contract bid documents. The project involves coordination with multiple City Departments including Department of Public Works, Planning Department, Conservation Commission, City Water and Sewer Department and local pedestrian/bicycle groups. Project achieved completion in the fall of 2012.

Whittier Street Bridge Replacement, City of Dover, New Hampshire. Project Manager for the highway portion of the preliminary and final design for the replacement of the Whittier Street Bridge over the Cocheco River. A previous LBG project identified advanced deterioration of the bridge deck and resulted in an emergency repair to re-open the bridge to normal municipal traffic. The replacement will not only provide a new bridge structure, but will also correct deficiencies in the existing roadway alignment and profile, improve the hydraulic performance by removing the existing pier, and provide a sidewalk for pedestrian traffic. The proposed single-span structure will span 155 feet with steel plate girders and a reinforced concrete deck, and the reinforced concrete cantilever abutments will be founded on spread footings. This project will be municipally managed and constructed through municipal and Federal Bridge-Aid funds. It is currently slated for design completion in 2013 and construction in 2017.

Main Street, Town of Durham, New Hampshire and the University of New Hampshire. Project manager for the final design and construction of the Main Street West improvements. One mile of Traffic Enhancement (TE) federally funded improvements and multi-modal traffic enhancements. Project included an offset multi-use path surfaced with porous pavement delineated by a new, three-rail wood and granite decorative fence. Also included in the completed project were bicycle shoulders, landscaping, lighting and roundabout design. A NHDES wetland permit was approved with coordination of specific on-site mitigation requirements. Construction administration and oversight of construction observation were additional assignments of this project. This traffic enhancement and roadway improvement project has been in operation since 2010.

NHDOT, NH Route 11/153, Farmington, New Hampshire. Project manager for the reconstruction, realignment and signalization of the intersection of NH Route 11/Route 153/Meetinghouse Hill Road. The improvement widened 2,000 feet of Route 11 and reconstructed 650 feet of Meetinghouse Hill Road south of the intersection. To the north, 1,000 feet of existing NH Route 153 was abandoned and relocated to the current alignment of Meetinghouse Hill Road, which was also reconstructed and widened. An additional 400 feet of existing NH Route 153 was reconstructed to the north due to vertical alignment improvements. A sidewalk was constructed along the westerly side of relocated NH Route 153 and the westerly side of Meetinghouse Hill Road, terminating at an abandoned railroad corridor that currently functions as a recreational trail. Due to significant vertical alignment revisions to Meetinghouse Hill Road, approximately 300 feet of the recreation trail was realigned and reconstructed. Review of the Department's preliminary design prior to the

public hearing was also an element of the project design services.

NHDOT, NH Route 108, Durham, New Hampshire. Project manager for the preliminary and final design of NH Route 108 from its intersection with Canney Road to its intersection with Bagdad Road. The project entailed approximately 2,100 feet reconstruction including widening, drainage improvements and sight distance assessments. This project was part of the Federal Transportation Enhancement (TE) Program. The utilized design speed is 35 mph but the impact of a design speed of 40 mph was also reviewed and analyzed as a possible improvement. The design intent was to expand the existing roadway typical from 12'-1' to a 12'-4' cross section. Pavement recommendations were made following determination of the pavement condition, receipt of traffic data and ADL from the Department, and evaluation of the impacts of the widening. The project was completed in 2005.

NHDOT, Concord, New Hampshire. Resident Engineer in charge of five projects for the NHDOT. These projects consisted of the following:

- The initial widening of NH Route 125 from two lanes to four beginning at the Haverhill, MA fown line. Complete reconstruction of the existing roadway was required along with the installation of two signalized intersections.
- Construction of two signalized intersections and associated highway widening on NH Route 111 in the town of Hampstead.
- Reconstruction of two miles of Sherburne Road including its' intersection with two state highways, in the towns of Pelham and Hudson.
- Rehabilitation of the 1200' long Neil R. Underwood Memorial Bridge on NH Route 1A. Extensive rehabilitation of the bridge included the lift span, gear covers, control panel, installation of an emergency generator, structural steel repairs, deck repairs, and new portland cement concrete bridge deck wearing surface.
- Rehabilitation of two bridges on NH Route 1B in Portsmouth and New Castle. Rehabilitation included the removal of deck grates, deck repairs, structural steel repairs, replacement of the cathodic protection system, and concrete encasement of the steel H pile pier bents.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/14/2013

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

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

certificate floraer in fica of sacir chaorsement(s).		
PRODUCER	CONTACT Mary Geiringer	
Commercial Lines - (973) 437-2300	PHONE (A/C, No, Ext): 973-437-2337 (A/C, No, Ext): 966-51	2-1165
Wells-Fargo-Insurance-Services USA, Inc.	E-MAIL ADDRESS: mary.geiringer@wellsfargo.com	
7 Giralda Farms, 2nd Floor	INSURER(S) AFFORDING COVERAGE	NAIC #
Madison, NJ 07940-1027	INSURER A: Federal Insurance Company	20281
INSURED	INSURER B: Axis Surplus Insurance Company	26620
The Louis Berger Group, Inc.	INSURER C: Great Northern Insurance Company	20303
412 Mount Kemble Avenue	INSURER D: Continental Casualty Company	20443
PO Box 1946	INSURER E :	
Morristown, NJ 07962-1946	INSURER F:	

COVERAGES \_\_\_\_ CERTIFICATE NUMBER: 6187986 REVISION NUMBER: See below

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.

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INSR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	GENERAL LIABILITY			3595-09-92		12/01/2012	12/01/2013	EACH OCCURRENCE	\$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY					0 0	12/01/2010	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	CLAIMS-MADE X OCCUR						·	MED EXP (Any one person)	\$ 10,000
	X Ded \$0							PERSONAL & ADV INJURY	\$ 1,000,000
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	X ANY AUTO	i						BODILY INJURY (Per person)	\$
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	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$
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В	X UMBRELLA LIAB X OCCUR			ENU779721/01/2012		12/01/2012	12/01/2013	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$
	DED RETENTION \$								\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7162-29-72		12/01/2012	12/01/2013	X WC STATU- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability/E&O Architects & Engineers Including Environmental			PLH-00-608-69-36		03/01/2013		Agg/Claim \$5,000,000 Ded/claim \$50,000	

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

Project Description: Statewide On-Call Highway Design Services #26384.

Project Dates: 6/12/13-7/31/16

The State is included as Additional Insured with respect to the General Liability policy, as required by written contract, but only within policy terms and conditions.

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Concord, NH 03302-0483

CANCELLATION

New Hampshire Department of Transportation 7 Hazen Drive, P.O. Box 483

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

gear Sparker

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

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# AGREEMENT FOR PROFESSIONAL SERVICES

PRE	Δλ	<b>ABI</b>	Æ.
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THIS AGREEMENT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_ in the year 2013 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and The Louis Berger Group, Inc., with principal place of business at 412 Mount Kemble Avenue, in the City of Morristown, State of New Jersey, and 100 Commercial Street, in the City of Manchester, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the <u>DEPARTMENT</u>, requires on-call final design engineering and technical design services primarily for, but not limited to, the I-93 Salem-Manchester Improvement Project. These services are outlined in the CONSULTANT'S technical proposal dated <u>February 15, 2013</u> and fee proposal dated <u>April 10, 2013</u>, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

#### ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

# A. DESCRIPTION OF SERVICES

The types of services required under the terms of this AGREEMENT are primarily final design services for the I-93 Salem-Manchester Improvement Project, but may also include, and are not necessarily limited to, the following:

Provide engineering and/or technical and drafting services and/or landscape design/drafting services and/or environmental analysis and documentation through the preparation of plans and estimates for various highway projects or stages of projects (Pre-Preliminary Plans, Preliminary Plans, Right-of-Way Plans, Preliminary PS&E, PS&E, and NEPA environmental documents).

# B. SCOPE OF WORK

Highway projects typically include construction of new or rehabilitation of existing roadways, minor drainage structures (culverts), intersection improvements, construction of multi-use recreational paths/bikeways, construction of Park-and-Ride lots, roadway channelization, signalization, road safety audits, safety signage, sidewalk improvements, landscape design/drafting, and other improvements that provide enhanced facilities for alternative modes of transportation.

Specifically, the following shall apply:

- a. The study, development, and/or refinement of alignments, concepts, layouts, traffic control, drainage, and environmental impacts, based on the description of the work and other support work that may be necessary to complete the PS&E.
- b. Perform complex traffic analysis and signal design.
- c. Prepare presentation plans and conduct the presentation for meetings as required.
- d. Prepare right-of-way plans (including Registry recording plans), contract plans, contract documents and landscaping plans. In some cases, the DEPARTMENT may furnish preliminary studies of the improvements to be developed and/or refined by the CONSULTANT.
- e. Complete the designs including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates and documents for the required submissions to the DEPARTMENT, the Federal Highway Administration (FHWA) and/or any other STATE or Federal agency that may be required.
- f. Perform complex drainage studies and/or designs. This may include hydraulic and hydrologic analyses, and construction stormwater assessments, utilizing existing drainage model files

- g. Perform other engineering, photogrammetric, technical and drafting work as directed by the DEPARTMENT.
- h. Perform reviews of other consultant design submissions for various DEPARTMENT projects as well as review of plans for drive permit applications submitted by developers through the Maintenance District offices.
- i. Review the utility involvement and determine any associated impacts on the project. Coordinate with the project designers and the utility companies to arrange for utility relocations.
- j. Provide visualization of the proposed improvements superimposed and merged with a pictorial view of the existing condition.
- k. Perform mitigation studies and/or designs.
- 1. Perform video inspection of culverts and corresponding report of culvert condition.
- m. Provide Design-Build assistance.
- n. Provide technical writing services for grant applications.
- o. Design Best Management Practices (BMPs) for water quality enhancements, including modifying existing BMPs to meet revised/updated NHDES water quality requirements.
- p. Perform stormwater Pollutant Loading analyses.
- q. Review Intelligent Transportation System (ITS) accommodations (designed by others).
- r. Prepare traffic control plans, including constructability evaluations.
- s. Provide Construction review services.

#### C. STAFFING

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the substitution in writing and provide resumes for the new individuals at least 14 days in advance of the proposed substitutions, for review by the DEPARTMENT.

# D. QUALITY CONTROL

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

# E. TASK ORDERS

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that will include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

# F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the CONSULTANT with the appropriate materials (plan, profile, summary and cross-section sheets, etc.), in electronic and/or hardcopy format, as needed to perform the assigned work. Individual task assignments may require adjustments to engineering work previously completed by others.

# G. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

The CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. The CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

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

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10<sup>th</sup> day of each month.

# H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

The CONSULTANT shall indicate on the plans all traffic assignments at interchanges and intersections together with turning movements. The traffic assignments are to be expressed in terms of Average Daily Traffic (ADT) for both the current and design years and Directional Design Hourly Volumes (DDHV) for the design year.

The CONSULTANT will be expected to support its design proposals in any issues resulting from review by the DEPARTMENT or in the public participation phase (including agency coordination), with alternative studies and reasonably-itemized study cost comparisons for alternate schemes.

In addition, the CONSULTANT'S final Right-of-Way submission shall include paper hard copy of all Right-of-Way plans. The CONSULTANT shall be prepared to modify the final right-of-way plans to develop a separate set of plans for registry recordation by the CONSULTANT based on the guidance of RSA 478:1-a, RSA 230:32, and Department procedures. The CONSULTANT shall also submit mylars of the final right-of-way plans and mylars of the Registry plans with paper copies of the Contract Plans submission. The CONSULTANT'S final submission shall also include hard copy of all construction plans, including profiles and cross-sections of the approved concept, as well as all CAD/D files, hydraulic analysis, quantity computations and any other reports deemed necessary as part of the assigned work. The CAD/D files shall consist of the proposed horizontal and vertical alignments and the proposed layout with slope lines using formats, naming conventions, line styles and character styles as described in the DEPARTMENT'S CAD/D Procedures and Requirements. The CONSULTANT shall also furnish a coordinate summary of all survey control points with a corresponding plot of controls and alignments (including all curve data) superimposed over the detail plan.

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

# I. <u>DELIVERABLES</u>

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

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

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

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

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

Word Processing:

Microsoft Word 2010 or NHDOT compatible version

Spreadsheets:

Microsoft Excel 2010 or NHDOT compatible version

Databases:

Microsoft Access 2003 or NHDOT compatible version

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

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

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 1 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

<u>Copies</u>: The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (\*.DGN), Microsoft Word

(\*.DOC), Microsoft Excel (\*.XLS), etc.) and an electronic version in Adobe Acrobat (\*.PDF) file format.

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

# J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is <u>July 31</u>, <u>2016</u>, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this Agreement. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

# ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES AGREEMENTS

#### A. AGREEMENT GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$750,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$750,000.00 total amount.)

## B. METHOD OF COMPENSATION FOR TASK ORDERS

The method of compensation for Task Orders issued under this agreement will either be a **Modified**Cost-Plus-Fixed-Fee format with method of payment as described in Section C, below, or a Lump-Sum format with method of payment as described in Section D, below.

# C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

The following costing items are incorporated as part of this AGREEMENT:

1. <u>Task Order Cost</u> - The negotiated not-to-exceed cost of each modified cost-plus-fixed-fee format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate for the current contract period, and the other factors (fixed fee, direct expenses, and subconsultant costs) as follows:

Labor Costs (Sum of negotiated hours x contract labor rates)

- + Fixed Fee (negotiated amount)
- + Direct Expenses (estimated amount)
- + Subconsultant Costs (estimated amount or lump sum)
- = Task Order Cost
- Contract Labor Rates The contract labor rates will be the total hourly wage for each labor classification including overhead and annual contract adjustment rate (when applicable) as follows:

Direct Labor Rate (\$/hr)

- + Direct Labor Rate x Overhead Rate (%)
- = Contract Labor Rate (\$/hr) for Base Period (CLRBP)

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2) CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)\*
\*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for

subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates that are in effect at the time a particular Task Order is issued shall remain effective throughout the duration of that Task Order and shall apply to all amendments issued for the Task Order. The contract labor rates for a Task Order will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the Task Order.

(The annual contract adjustment rate is set by the DEPARTMENT'S Consultant Selection Committee at their first meeting in January of each year and will be used for all On-Call contracts negotiated during that calendar year.)

In the event that the Completion Date for this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section J - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period of longer than 6 months, the annual contract adjustment rate shall apply and an additional Contract Period will be established.

In accordance with DEPARTMENT policy, the maximum <u>direct labor</u> rate allowed for all labor classifications under this AGREEMENT shall be \$50.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a \$129.92 per hour maximum contract labor rate.

# CONTRACT LABOR RATES (PER HOUR)

Classification	Base Period	Contract Period 2	Contract Period 3	
Administrative Assistant	\$51.13	\$52.67	\$54.25	\$
Senior Admin. Assistant	\$90.26	\$92.97	\$95.76	\$
Environmental	\$97.44	\$100.36	\$103.37	\$
Senior Environmental	\$129.92*	\$1,29.92*	\$129.92*	\$
Highway Engineer	\$79.61	\$82.00	\$84.46	\$
Senior Highway Engineer	\$104.97	\$108.12	\$111.36	.\$
Principal Hwy. Engineer	\$127.65	\$129.92*	\$129.92*	\$
Vice President	\$129.92*	\$129.92*	\$129.92*	\$
QA Manager	\$129.92*	\$129.92*	\$129.92*	\$
Senior CADD Technician	\$92.47	\$95.25	\$98.11	\$

Classification	Base Period	Contract Period 2	Contract Period 3	
Senior Structural Engineer	\$110.43	\$113.74	\$117.15	\$.
Structural Engineer	\$68.88	\$70.95	\$73.08	\$

<sup>\*</sup> Maximum contract labor rate allowed under this AGREEMENT.

- Annual Contract Adjustment Rate The Contract Labor Rates for each one-year contract period
  after the initial contract base period shall include an annual contract adjustment rate. For this
  AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial
  base period is 3.00%.
- 4. Overhead Factor The negotiated overhead factor (159.83%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
- 5. Fixed Fee A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
- 6. <u>Direct Expenses</u> Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
- Subconsultant Costs Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

# D. <u>LUMP-SUM FORMAT</u>

1. Task Order Cost - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT), direct expenses, and subconsultant costs. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment.

# E. SUBCONSULTANT SUPPORTING SERVICES

Subconsultant Supporting Services were not anticipated during negotiations for this AGREEMENT.

## F. INVOICING and PAYMENT

The CONSULTANT shall submit two copies of invoices to the DEPARTMENT containing the following:

- (a) Task Order number, project name and number (if applicable);
- (b) Number, description, and cost of each item being billed (modified cost-plus-fixed-fee format);
- (c) Quantity delivered/Percentage completed this billing period of each item being billed;
- (d) Amount due for each item being billed (modified cost-plus-fixed-fee format);
- (e) Invoice amount/Total due
- (f) Amount billed through this invoice (contract cumulative)
- (g) Percentage of contract complete

The DEPARTMENT will compensate the CONSULTANT the amount agreed to for said Task Order upon the satisfactory completion and acceptance of the work. Payments will be made upon approval of the submittals/deliverables by the DEPARTMENT. The CONSULTANT may request partial payment for each separate Task Order, provided that no successive request for partial payment is submitted closer than 28 days. A progress report, a proper invoice, and, if requested by the DEPARTMENT, a copy of the plans and other supporting data, shall be submitted with each request for partial payment. A progress report shall be prepared and submitted by the CONSULTANT every thirty (30) days with each invoice requesting a partial payment for all Task Orders that exceed 60 days in length. The fixed fee invoiced amounts for a modified cost-plus-fixed-fee format Task Order shall be based upon the overall percentage complete of the Task Order scope of work as approved by the DEPARTMENT. Upon satisfactory completion and acceptance of the work for each individual Task Order, the CONSULTANT may submit a proper invoice to request final payment.

#### G. RECORDS - REPORTS

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

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

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in Article II, Section A – Agreement General Fee. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

# **ARTICLE III - GENERAL PROVISIONS**

# A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

# B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

#### ARTICLE IV - STANDARD PROVISIONS

### A. STANDARD SPECIFICATIONS

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

# B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 100 Commercial Street, Manchester, NH.

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

# C. EXTENT OF CONTRACT

# 1. Contingent Nature of AGREEMENT

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

# 2. <u>Termination</u>

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project

contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

# D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

- 1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
- 2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the

- survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
- 3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

# E. ADDITIONAL SERVICES

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

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

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

# F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT, under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document which shall have been collected, prepared, or undertaken by the CONSULTANT, pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

#### G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

# H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

# I. BROKERAGE

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

# J. CONTRACTUAL RELATIONS

# 1. <u>Independent Contractor</u>

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

# 2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

# b. Professional Liability Indemnification

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

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

#### 3. Insurance

# a. Required Coverage

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

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

# b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the

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

# 4. No Third-Party Rights

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

### 5. Construction of AGREEMENT

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

# K. AGREEMENT MODIFICATION

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

# L. EXTENSION OF COMPLETION DATE(S)

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

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

#### COMPLIANCE

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

(1) <u>Compliance with Regulations</u>: The CONSUL TANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the

- DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) <u>Information and Reports</u>: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) <u>Sanctions for Noncompliance</u>: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
  - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.

- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) <u>Incorporation of Provisions</u>: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

# N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

- 1. <u>Policy</u>. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
- 2. <u>Disadvantaged Business Enterprise (DBE) Obligation</u>. The STATE and its Consultants agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the

- agreements. The STATE and its Consultants shall not discriminate on the basis of race, color, , religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
- 3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

# O. **DOCUMENTATION**

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

#### P. CLEAN AIR AND WATER ACTS

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

# CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The CONSULTANT, proposed subconsulta	nt, hereby certifies that it has, has not
participated in a previous contract or subcontrac	subject to the equal opportunity clause, as required by
Executive Order 11246 and that it has X, has	not, filed with the Joint Reporting Committee, the
Director of the Office of Federal Contract Compli	ance, a Federal Government contracting or administering
agency, or the former President's Committee on E	qual Employment Opportunity, all reports due under the
applicable filing requirements.	
	The Louis Berger Group, Inc.
	Company)  3y: Mul Marine, PE  Nice Provident
	Vice President (Title)
Date: 6   12   13	

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) <u>NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT</u>.

# CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS

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

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

June 12, 2013	Sus Manie
(Date)	(Signature)

# CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am theVice President	and duly
authorized representative of the firm of The Lo	
and that neither I nor the above firm I here represent	has:
	n, percentage, brokerage, contingent fee, or other an a bona fide employee working solely for me or the this Contract,
(b) agreed, as an express or implied condition services of any firm or person in connection	n for obtaining this Contract, to employ or retain the with carrying out the Contract, or
	tion or person (other than a bona fide employee working any fee, contribution, donation or consideration of any carrying out the Contract:
below, the company or any person associated therever principal investigator, project director, manager, at Federal funds): (a) is not currently under suspension ineligibility by any Federal agency; (b) has not determined ineligibility by any Federal agency with debarment pending; and (d) has not been indicted, contact the contact of t	aws of the United States, certify that, except as noted with in the capacity of (owner, partner, director, officer aditor, or any position involving the administration of an debarment, voluntary exclusion, or determination of been suspended, debarred, voluntarily excluded of an in the past three years; (c) does not have a proposed privided or had a civil judgment rendered against (it) by lying fraud or official misconduct within the past three
except as here expressly stated (if any):	
,	award, but will be considered in determining bidder ow to whom it applies, the initiating agency, and dates criminal prosecution or administrative sanctions.
the Federal Highway Administration, U. S. Departm	urnished to the State Department of Transportation and ent of Transportation, in connection with this Contracts, and is subject to applicable State and Federal laws
June 12, 2013	Sungell land
(Date)	(Signature)

# CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the	Director of Project Development H IDOT	_of
	of New Hampshire, and the above consulting firm y or indirectly, as an express or implied condition	
connection with obtaining or carrying out this C	·	
(a) employ or retain, or agree to employ or r	retain, any firm or person, or	
(b) pay, or agree to pay, to any firm, person, consideration of any kind:	or organization, any fee, contribution, donation	, or
except as here expressly stated (if any):		
	•	
6/18/13	William com	
(Date)	(Signature)	

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

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

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

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

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

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

Consultant	
By: Classic Dated: June 12, 2013  Department of Transportation	By: Aboud J. Alzaim, PE Vice President (TITLE)  Dated: June 12, 2013
witness to the state of New Mampshire  By: Muchelle Mouri  Dated: 6/18/13	By: William J. Cass, P.E. Director of Project Development  DOT COMMISSIONER  Dated: 6//8//3
Attorney General	
This is to certify that the above AGREEMENT has been and execution.  Dated: $6/9/3$	By:  Assistant Attorney General  John J. (orfort)
Secretary of State	
This is to certify that the GOVERNOR AND COU AGREEMENT.	INCIL on approved this
Dated:	Attest:
	By: Secretary of State

412 Mount Kemble Avenue, PO Box 1946, Morristown, New Jersey 07962-1946 USA Tel 973 407 1000 Fax 973 267 6468 www.louisberger.com

# THE LOUIS BERGER GROUP, INC.

# Certificate to Vote

I, Bernice Calpo-Melee, Assistant Secretary, hereby certify that I am duly appointed as Assistant Secretary of The Louis Berger Group, Inc.

I hereby certify the following is a true copy of a Resolution adopted by Unanimous Written Consent in Lieu of a Meeting of the Board of Directors of The Louis Berger Group, Inc. dated June 12, 2013, which shall have the same force and effect as if unanimously adopted at a meeting of the Board of Directors at which all Directors were present.

## VOTED:

BE IT RESOLVED that ABOUD J. ALZAIM, Vice President, of this company, be and he hereby is authorized to execute the Contract known as Statewide On-Call Highway Design Services # 26384, with the New Hampshire Department of Transportation, in the name and behalf of said company, and execution of this agreement in this Company's name on its behalf by such Vice President, shall be valid and binding upon this Company.

I hereby certify that said vote has not been amended or repealed and remain in full force and effect as of June 12, 2013 and that Aboud J. Alzaim is duly appointed Vice President, respectively, of this corporation.

DATED: June 12, 2013

Bernice Calpo-Melee Corporate Secretary

(Corporate Seal)

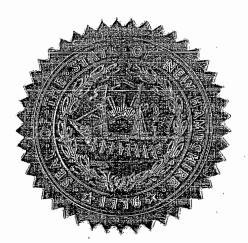
Sworn to and Subscribed Before Me this 12<sup>th</sup> day of June, 2013.

BRIAN C. DUVAL NOTARY PUBLIC OF NEW JERSEY My Commission Expires Azali 30, 2015

# State of New Hampshire Department of State

# CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE LOUIS BERGER GROUP, INC. a(n) New Jersey corporation, is authorized to transact business in New Hampshire and qualified on September 20, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17<sup>th</sup> day of June, A.D. 2013

William M. Gardner Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/14/2013

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.

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

continuate notation in new or each enderediment(o).				
PRODUCER	CONTACT NAME:	Mary Geiringer		
Commercial Lines - (973) 437-2300	PHONE (A/C, No, Ex	th: 973-437-2337	FAX (A/C, No): 8	66-512-1165
Wells Fargo Insurance Services USA, Inc.	E-MAIL ADDRESS:	mary.geiringer@wellsfargo.com		
7 Giralda Farms, 2nd Floor		INSURER(S) AFFORDING COVERAGE		NAIC #
Madison, NJ 07940-1027	INSURER A	: Federal Insurance Company		20281
INSURED	INSURER B	: Axis Surplus Insurance Company		26620
The Louis Berger Group, Inc.	INSURER C	: Great Northern Insurance Company	y	20303
412 Mount Kemble Avenue	INSURER D	: Continental Casualty Company		20443
PO Box 1946	INSURER E	:		•
Morristown, NJ 07962-1946	INSURER F	:		

COVERAGES CERTIFICATE NUMBER: 6187986 REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR		POLICY NUMBER	7	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	GENERAL LIABILITY			3595-09-92		12/01/2012	12/01/2013		00,000	
^	X COMMERCIAL GENERAL LIABILITY			5555-05-52		12/01/2012	12/01/2013	12/01/2013	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,00	00,000
	CLAIMS-MADE X OCCUR							MED EXP (Any one person) \$ 1	10,000	
	X Ded \$0				- 1			PERSONAL & ADV INJURY \$ 1,00	00,000	
								GENERAL AGGREGATE \$ 2,00	00,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ Inc	cluded	
	POLICY X PRO-							\$		
Ą	AUTOMOBILE LIABILITY			7318-88-81		12/01/2012	12/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,00	00,000	
	X ANY AUTO				[			BODILY INJURY (Per person) \$		
	ALL OWNED SCHEDULED AUTOS AUTOS							BODILY INJURY (Per accident) \$		
	X HIRED AUTOS X NON-OWNED AUTOS	)						PROPERTY DAMAGE (Per accident)	•	
	× Physical Dam × \$500 Ded							\$ \$500	0 Ded	
В	X UMBRELLA LIAB X OCCUR			ENU779721/01/2012		12/01/2012	12/01/2013	EACH OCCURRENCE \$ 5,00	00,000	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$		
	DED RETENTION\$							\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7162-29-72		12/01/2012	12/01/2013	X WC STATU- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		7 102 20 72	$ \cdot $	12/01/2012	, . , , ,	E.L. EACH ACCIDENT \$ 1,00	000,000	
	(Mandatory in NH)	NIA						E.L. DISEASE - EA EMPLOYEE \$ 1,00	00,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 1,00	00,000	
D	Professional Liability/E&O Architects & Engineers Including Environmental			PLH-00-608-69-36		03/01/2013	03/01/2014	Agg/Claim \$5,000,000 Ded/claim \$50,000		

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

Project Description: Statewide On-Call Highway Design Services #26384.

Project Dates: 6/12/13-7/31/16

The State is included as Additional Insured with respect to the General Liability policy, as required by written contract, but only within policy terms and conditions

CE	RT	IF	CA	١TI	ΕH	Ю	LD	ER

CANCELLATION

New Hampshire Department of Transportation

7 Hazen Drive, P.O. Box 483 Concord, NH 03302-0483 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

gears Sparker

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