



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

JUL31 '19 PM 1:09 DAS



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Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
June 27, 2019

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Vanasse Hangen Brustlin, Inc., Bedford, NH, Vendor #174584, for an amount not to exceed \$255,642.41, for preliminary design of floodplain mitigation within the Ashuelot River watershed in the City of Keene, effective upon Governor and Council approval through February 28, 2021. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following accounts in State FY 2020 and State FY 2021 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

Table with 3 columns: Account Number, FY 2020, FY 2021. Row 1: 04-096-96-963515-3054 Consolidated Federal Aid. Row 2: 046-500464 Gen Consultants Non-Benefit. Values: \$142,500.00 and \$113,142.41.

EXPLANATION

The Department requires consulting engineering and environmental services to develop and evaluate design alternatives for creating floodplain mitigation within the Ashuelot River watershed in the City of Keene (Project Limits). The objective of the project is to develop an alternative that will satisfy the requirements of the State and Federal permitting agencies as they relate to the past Keene-Swanzey 10309 improvements. The preliminary design phase will also identify impacted natural and cultural resources potentially affected by the proposed action, and investigate means of minimizing or mitigating the impacts; prepare an environmental document for the proposed action; assist the Department with public involvement support services, including preparation of a Hearing plan if required; and identify and document the existing right-of-way. This project will require both Part "A" (Preliminary Design) and Part "B" (Final Design) services. This agreement is for Part "A" only. Upon completion of Part "A" services, and assuming a successful Public Hearing (if required), the Department reserves the right to either negotiate a scope and fee for Part "B", or terminate the contract. This project is included in the State's Ten-Year Transportation Improvement Plan (Keene-Swanzey 40100).

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, 21-I:22-d, 228:4 and 228:5-a, and all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and Administration" dated August 25, 2017. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (Chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for Keene-Swanzey 40100; construction of floodplain mitigation. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on December 15, 2017 asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on January 25, 2018 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on April 10, 2018 through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on May 24, 2018 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. (A compilation of the completed individual rating ballots and the ranking summary form is 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 that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of five (5) consultant firms that were considered for this assignment, with the three (3) short-listed firms shown in bold, is as follows:

Consultant Firm

Office Location

CHA Consulting, Inc.

Keene, NH

McFarland-Johnson, Inc.

Concord, NH

Milone & MacBroom, Inc.

Manchester, NH

Stantec Consulting Services, Inc.

Auburn, NH

Vanasse Hangen Brustlin, Inc.

Bedford, NH

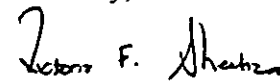
The firm of Vanasse Hangen Brustlin, Inc. was recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services. Background information on this firm is attached.

Vanasse Hangen Brustlin, Inc. has agreed to furnish the professional engineering services for an amount not to exceed \$255,642.41. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

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

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

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

PROJECT: Keene-Swanzey 40100

DESCRIPTION: Preliminary engineering, environmental coordination, public involvement services, and final design are needed for floodplain impact mitigation within the Ashuelot River watershed in the City of Keene. The scope of work may include: Preliminary design to identify and evaluate potential mitigation sites; Environmental investigations to prepare and complete all appropriate environmental documentation and all necessary permitting; Public Involvement support services; ROW layout and plan development, including any necessary survey work, for reestablishing and documenting the existing highway right of way in a manner suitable for recording at the Registry of Deeds; Final design and development of contract plans; Hydrologic and hydraulic calculations associated with waterways to satisfy FEMA and USACOE regulations; Drainage design; Landscaping/planting design; Traffic control design, if required; and Construction support services. Environmental efforts are needed to prepare and complete all appropriate environmental documentation, and permitting, to satisfy NEPA, State and Federal requirements. The Consultant will also be required to assist the Department in the public involvement process, including a formal Public Hearing, if necessary, for the preferred alternative. This work will require Professional Engineer, Certified Wetland Scientist and Land Surveyor licensure in the State of New Hampshire. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services, other related project experiences with references noted, and their current workload with the Department. The compensation format for this agreement will be cost-plus-fixed-fee.

Services Required: RDWY, ENV, HAZ, HIST, ARCY, WET, HYD, SURV, ROW, TRAF, PINV, GEOT, CIVL

SUMMARY

McFarland-Johnson, Inc.	2	2	2	2	2	2	12
Milone & MacBroom, Inc.	3	3	3	3	3	3	18
Vanasse Hangen Brustlin, Inc.	1	1	1	1	1	1	6

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	WEIGHT	Scoring of Firms		
		McFarland-Johnson, Inc.	Milone & MacBroom, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	15	17	19
Clarity of the Proposal	20%	16	15	18
Capacity to Perform in a Timely Manner	20%	17	17	18
Quality & Experience of Project Manager/Team	20%	17	17	18
Previous Performance	10%	10	8	10
Overall Suitability for the Assignment	10%	9	7	9
Total	100%	84	81	92

Ranking of Firms:
 1. VHB
 2. MJ
 3. M+M

Rating Considerations	WEIGHT	Scoring of Firms		
		McFarland-Johnson, Inc.	Milone & MacBroom, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	20	20
Clarity of the Proposal	20%	20	18	19
Capacity to Perform in a Timely Manner	20%	18	17	20
Quality & Experience of Project Manager/Team	20%	19	16	19
Previous Performance	10%	10	10	10
Overall Suitability for the Assignment	10%	9	8	10
Total	100%	95	89	98

Ranking of Firms:
 1. VHB
 2. MJ
 3. M+M

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	WEIGHT	McFarland-Johnson, Inc.	Milone & MacBrooks, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	15	20
Clarity of the Proposal	20%	20	15	20
Capacity to Perform in a Timely Manner	20%	15	15	15
Quality & Experience of Project Manager/Team	20%	20	15	20
Previous Performance	10%	10	8	10
Overall Suitability for the Assignment	10%	9	8	10
Total	100%	93	76	95

- Ranking of Firms:
1. VHB
 2. MJ
 3. M+M

Rating Considerations	Scoring of Firms			
	WEIGHT	McFarland-Johnson, Inc.	Milone & MacBrooks, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	16	19
Clarity of the Proposal	20%	18	16	18
Capacity to Perform in a Timely Manner	20%	18	15	18
Quality & Experience of Project Manager/Team	20%	18	17	19
Previous Performance	10%	8	9	9
Overall Suitability for the Assignment	10%	9	9	8
Total	100%	89	82	90

- Ranking of Firms:
1. VHB
 2. MJ
 3. M+M

Rating Considerations	Scoring of Firms			
	WEIGHT	McFarland-Johnson, Inc.	Milone & MacBrooks, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	17	16	17
Clarity of the Proposal	20%	18	17	18
Capacity to Perform in a Timely Manner	20%	18	19	18
Quality & Experience of Project Manager/Team	20%	18	18	18
Previous Performance	10%	9	8	10
Overall Suitability for the Assignment	10%	9	9	9
Total	100%	89	87	90

- Ranking of Firms:
1. Vanasse Hangen Brustlin, Inc.
 2. McFarland-Johnson, Inc.
 3. Milone & MacBrooks, Inc.

Rating Considerations	Scoring of Firms			
	WEIGHT	McFarland-Johnson, Inc.	Milone & MacBrooks, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	17	19	17
Clarity of the Proposal	20%	18	17	19
Capacity to Perform in a Timely Manner	20%	20	17	20
Quality & Experience of Project Manager/Team	20%	19	19	18
Previous Performance	10%	9	8	9
Overall Suitability for the Assignment	10%	8	7	9
Total	100%	91	87	94

- Ranking of Firms:
1. VHB
 2. M+M MJ
 3. M+M

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME Vanasse Hangen Brustlin, Inc. (VHB) / Bedford			3. YEAR ESTABLISHED 1987	4. UNIQUE IDENTITY IDENTIFIER 61-521-0440
2b. STREET 2 Bedford Farms Drive, Suite 200			5. OWNERSHIP	
2c. CITY Bedford	2d. STATE NH	2e. ZIP CODE 03110-6532	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Martin F. Kennedy – Senior Principal			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER (603) 391-3900		6c. E-MAIL ADDRESS mkennedy@vhb.com	7. NAME OF FIRM (if block 2a is a branch office) Vanasse Hangen Brustlin, Inc. (VHB)	
8a. FORMER FIRM NAME(S) (if any) Vanasse/Hangen Design, Inc., 1978 Vanasse/Hangen Associates, Inc. 1979 Vanasse/Hangen Engineering, Inc. 1986			8b. YEAR ESTABLISHED 1979	8c. UNIQUE IDENTITY IDENTIFIER 09-587-4384
Vanasse/Hangen, Inc. 1986 Vanasse Hangen Brustlin, Inc. 1989				

9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	181	8	B02	Bridges	7
08	CADD Technician	49	3	C15	Construction Management	6
12	Civil Engineer	253	6	E09	Environmental Impact Studies, Assessments or Statements	7
13	Communications Engineer	9	2	E10	Environmental and Natural Resource Mapping	7
19	Ecologist	13	1	G04	Geographic Information System Services: Development, Analysis, and Data Collection	6
24	Environmental Scientist	111	6	H07	Highways; Streets; Airfield Paving; Parking Lots	8
29	Geographic Information System Specialist	34	6	I04	Intelligent Transportation Systems	6
38	Land Surveyor	64	5	L02	Land Surveying	6
39	Landscape Architect	24	2	R04	Recreation Facilities (Parks, Marinas, Etc.)	7
57	Structural Engineer	54	6	R06	Rehabilitation (Buildings; Structures; Facilities)	5
58	Technician/Analyst	66	1	S09	Structural Design; Special Structures	6
60	Transportation Engineer	289	18	T03	Traffic & Transportation Engineering	9
62	Water Resources Engineer	23	1	W02	Water Resources; Hydrology; Ground Water	6
64	Information Technology	39	5			
	Other	157	0			
	Total	1444	70		Other	10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	7
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than \$100,000
2. \$100,000 to less than \$250,000
3. \$250,000 to less than \$500,000
4. \$500,000 to less than \$1 million
5. \$1 million to less than \$2 million
6. \$2 million to less than \$5 million
7. \$5 million to less than \$10 million
8. \$10 million to less than \$25 million
9. \$25 million to less than \$50 million
10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

Martin F. Kennedy

b. DATE

December 6, 2018

c. NAME AND TITLE

Martin F. Kennedy, Senior Principal

B: Resumes



Peter J. Walker

Project Manager | 27 years of professional experience

Pete is a principal in VHB's Environmental Services group. Previously, he was an administrator with the NHDES. In that role, Pete oversaw the technical review of projects affecting streams and rivers throughout the state, including supervising wetlands and shoreland protection permitting and resources staff. Since joining VHB, Pete's career has focused largely on stream and wetland restoration studies, natural resource planning, and environmental permitting—particularly for transportation-related projects. He has extensive experience working on water resources-related projects throughout Keene, including the Ashuelot River watershed. Through these experiences, he has gained a strong familiarity with the challenges associated with this project, as well as established credibility with the City's Department of Public Works, Planning Department, and Conservation Commission.

Education

MS, Biology, University of Vermont, 1997

BA, Biology and Environmental Studies, Williams College, 1991

RELEVANT PROJECTS

- City of Keene, Ashuelot River (West Street) Dam, Hydrologic Modeling and Wetlands Analysis, Keene, NH
- City of Keene, System 22 Drainage Modeling, Keene, NH
- City of Keene, Ashuelot River Park Drainage Analysis, Keene, NH
- City of Keene, Roaring Brook Watershed Management Plan, Keene, NH
- NHDES, Ashuelot River Restoration and Homestead Dam Removal, West Swanzey, NH
- NHDES, Suncook River Restoration Alternatives, Epsom, NH
- NHDOT, Railway Brook Stream Restoration, Newington, NH
- NHDOT, Policy Brook Restoration and Floodplain Mitigation, Design, and Construction, Salem, NH
- NHDES, Merrimack River Watershed Wetland Restoration Master Plan, Northfield to Pelham, NH
- Town of Exeter, Great Dam Removal Feasibility, Impact Analysis, and Design, Exeter, NH



Martin F. Kennedy, PE, ENV SP, NCICS

Principal-in-Charge | 35 years of professional experience

Marty is a senior principal in VHB's office in Bedford, New Hampshire. He has been involved with many facets of traffic engineering and transportation planning. He specializes in the analysis of transportation impacts and the identification and evaluation of transportation improvement plans. Over the past two decades, he has served as a trusted leader and advisor on dozens of NHDOT projects, both large and small. Marty is using this expertise to actively mentor the next generation of VHB professionals so they are prepared to lead Department projects with the same care and commitment. He will do the same on this project with the NHDOT, seeing that Pete has the appropriate resources needed to meet the Department's goals and expectations.

Education

BS, Civil Engineering, Northeastern University, 1983

Registrations

Professional Engineer NH, 1989

Professional Engineer ME, 2000

NHDOT, MaineDOT LPA

Certified Envision™ Sustainability Professional, 2013

National Charrette Institute Charrette System™ Certificate, 2007

RELEVANT PROJECTS

- NHDOT, I-93 Improvements, Salem to Manchester, NH
- NHDOT, Spaulding Turnpike Improvements, Newington to Dover, NH
- NHDOT, I-293 Exits 6 and 7 Feasibility Study and Preliminary Engineering, Manchester, NH
- NHDOT, US 202 Preliminary Engineering and Environmental Study, Jaffrey, NH
- NHDOT, Route 125 Corridor Feasibility Study and EA, Plaistow and Kingston, NH
- NHDOT, Route 101 Corridor Study, Bedford to Wilton, NH

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ATTACHMENTS

- A. **SCOPE OF WORK** Prepared by Vanasse Hangen Brustlin, Inc. dated October 16, 2018
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

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 8th day of July in the year 2019 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 Vanasse Hangen Brustlin, Inc., with principal place of business at 101 Walnut Street, in the City of Watertown, Commonwealth of Massachusetts, and New Hampshire local office at 2 Bedford Farms Drive, Suite 200 in the Town of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to create floodplain mitigation within the Ashuelot River watershed in the City of Keene. The objective of the project is to develop an alternative that will satisfy the requirements of the State and Federal permitting agencies as they relate to the past Keene-Swanzey 10309 improvements.

The DEPARTMENT requires professional engineering and environmental consulting services to select an appropriate proposed action that is supported by the community, technically feasible, environmentally permissible, and economical; develop an approvable Environmental Document; and bring the proposed action to a Public Hearing for layout approval if the proposed action requires acquisition of property. These services are outlined in the CONSULTANT'S Scope of Work dated October 16, 2018 (included in this AGREEMENT as Attachment A) and Fee Proposal dated February 21, 2019 and revised June 18, 2019 which is hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves the study of alternatives for creating floodplain mitigation within the Ashuelot River watershed in the City of Keene (Project Limits). The objective of the project is to develop an alternative that will satisfy the requirements of the State and Federal permitting agencies as they relate to the past Keene-Swanzey 10309 improvements. As the development of alternatives proceeds, it will be crucial to work closely with all other appropriate public or private stakeholders to gain consensus on design decisions.

The development of the preliminary engineering for this project is expected to be performed in two phases (Parts A and B). This scope of services is for the first phase (Part A) only. The purpose of this first phase of the project is to develop and evaluate design alternatives for floodplain mitigation. Part 'A' efforts will: 1.) develop and evaluate alternatives; 2.) identify impacted natural and cultural resources potentially affected by the proposed action, and investigate means of minimizing or mitigating the impacts; 3.) prepare an environmental document for the proposed action; 4.) assist the Department with public involvement support services, including preparation of a Hearing plan if required; 5.) identify and document the existing right-of-way; and 6.) advance the design through the preliminary phase of plan development.

B. SCOPE OF WORK (GENERAL)

The goals of the Part "A" engineering efforts of this project are to select an appropriate proposed action that is supported by the community, technically feasible, environmentally permissible, and economical; develop an approvable Environmental Document (Categorical Exclusion anticipated); and bring the proposed action to a Public Hearing for layout approval if the proposed action requires acquisition of property.

Upon completion of Part A, and assuming a successful Public Hearing (if required), the DEPARTMENT reserves the right to either negotiate a scope and fee for Part B, to prepare final design plans, specifications and estimates for the project limits, or terminate the contract.

The development of alternatives will include a public participation program involving public and private stakeholders and the general public in the decision-making process to aid in the determination of the proposed action.

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C. SCOPE OF WORK (SPECIFIC)

The CONSULTANT shall be responsible for developing engineered alternatives through an iterative process of design and review involving the DEPARTMENT, STATE and Federal environmental resource agencies, regional planning commissions, the local community, and the public. The work requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work efforts: Preliminary Engineering, Public Participation, NEPA Documentation, and Right-of-way boundary preparation (if needed).

The Preliminary Engineering tasks cover the work required to evaluate and develop mitigation alternatives to arrive at a proposed action. The Public Participation tasks cover public outreach for all aspects of the project. The NEPA Documentation tasks cover the work required to document impacts of the alternatives to all relevant natural and cultural resources. The tasks shown below are further described in the CONSULTANT's *Scope of Work* dated October 16, 2018 (included in this AGREEMENT as Attachment A). Final design will be undertaken separately by Part 'B' of the design efforts, and will encompass the engineering and environmental efforts needed to advance the design from NEPA approval to project advertising.

1. Preliminary Engineering

a. Data Collection and Site Review

The CONSULTANT shall collect pertinent information available within the Project Limits including FEMA flood information, general utility locations, or other available materials. The CONSULTANT shall conduct on-site field reconnaissance of existing conditions within the study area to identify key engineering controls, topographic features, natural and cultural resource constraints, and land uses that could have a bearing on the design. These field investigations shall be used to evaluate the feasibility of proposed improvements.

b. Topographic Survey and Base Plan Preparation

The CONSULTANT will develop a digital terrain model and base plan from topographic survey data to be provided by the Department. The CONSULTANT will submit requests for supplemental survey as necessary. The DEPARTMENT will conduct the topographic survey(s) and process the data, which the CONSULTANT will then incorporate into the digital terrain model and base plan. The most recent ortho-rectified digital aerial photographs will be provided by the DEPARTMENT if needed.

c. Engineering Report

The CONSULTANT shall prepare Technical Reports to document the existing conditions, to address engineering or other issues outlined here within that, to varying degrees, will be

ARTICLE I

incorporated into the environmental document (Categorical Exclusion anticipated) serving as the major milestones during the various phases of the study process, and to summarize the design decisions and engineering details of the proposed action. Any rejected alternatives should also be documented to explain the justification for their rejection. Technical support and writing shall be required to address the engineering and regulatory aspects of the study as required to supplement and complete environmental documentation. In addition, an Engineering Report explaining in summary fashion all pertinent issues, recommendations and decisions relative to the design as proposed shall be required.

d. Project Team Meetings

Project team meetings will be held periodically over the course of Part A. These informal meetings will take place when needed to discuss project issues that may include resource constraints, impacts of alternatives, and cost issues. These meetings will involve CONSULTANT and DEPARTMENT staff, but may also include representatives of the City, state or federal agencies, or others as appropriate.

e. Alternative Development & Evaluation

The CONSULTANT will develop and evaluate alternatives and investigate their consequences to allow the Department to select a proposed action.

- i. Reasonable Alternatives: Each alternative will be developed to an equal level of detail and presented in a plan package. Slope impact limits, right of way requirements, potential water quality protection measures, and potential floodplain benefits will be determined for each alternative.
- ii. Cost Estimates: Conceptual cost estimates will be developed for the alternatives. The cost estimates will quantify items such earthwork, structures, significant drainage facilities, and other design elements as appropriate and apply the Department's current weighted average unit prices. Other items will be estimated on a percentage basis. Right of way acquisition costs will be determined from the assessed value of impacted property. Engineering and environmental mitigation costs will be estimated on a percentage basis.

2. Environmental Documentation

- a. The CONSULTANT will identify resource impacts, potential measures to minimize or mitigate impacts, and possible resource enhancements that could be achieved by the Proposed Alternatives and prepare documentation to comply with the National Environmental Policy Act (including 4(f), 6(f) and Cultural Resource investigations in accordance with Section 106 of the National Historic Preservation Act as required).

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- b. Identify any permitting requirements for the alternatives considered (including, but not limited to, Shoreland, River Management, Wetlands, , US Army Corp, US Fish and Wildlife, FEMA).
- c. The CONSULTANT will attend the DEPARTMENT's Natural Resource Agency meetings as needed and coordinate a field meeting with the agencies to review alternative mitigation sites and related resource impacts. The CONSULTANT will also attend the DEPARTMENT's Cultural Resource meetings as needed with the Federal Highway Administration and the NH Division of Historical Resources to discuss scope and findings.
- d. The environmental document (Categorical Exclusion anticipated) will incorporate the analyses and conclusions of the Proposed Action. If required, a Section 4(f) evaluation will be appended to the environmental document. The document will identify which environmental permits are required, but the actual permit applications will not be undertaken until final design. Appropriate resource reports, agency correspondence, and public meeting summaries will be appended. An administrative Draft will be prepared for review by the DEPARTMENT and the Federal Highway Administration. After comments are addressed by the CONSULTANT, the Draft document will be submitted to the DEPARTMENT, the Federal Highway Administration, and other parties as directed prior to a Public Hearing, if required. Following review of the Draft document and comments received, the CONSULTANT will revise and finalize the document. Six (6) printed copies of the Final document will be provided to the DEPARTMENT as well as six (6) CDs and a pdf of the document.

3. Public Participation

The CONSULTANT shall support a public participation process that enhances the DEPARTMENT'S "Public Involvement Process for New Hampshire Transportation Improvement Projects". The CONSULTANT shall assist the Department in the public involvement process, including Public Informational Meetings and a Public Hearing, if required, shall prepare presentation graphics, handouts and support displays for public participation and posting to the DEPARTMENT's project webpage, and be available to make presentations and draft meeting minutes.

It is anticipated that the public involvement process for this project will include a Technical Review Committee made up of resource agency and Keene officials, two Public Informational Meetings (and a Public Hearing, if required), electronically formatted files of relevant project information for the DEPARTMENT to post in the "Project Center" section of the "Project Specific Information" subsection of the DEPARTMENT's website, and communication activities.

4. Right-of-way boundary preparation

The CONSULTANT shall research and prepare of an existing Right-of-Way plan suitable for recording at the county registry. Work will be performed based on survey and boundary control

ARTICLE I

standards of practice and the current NHLSA Ethics and Standards by a certified New Hampshire Licensed Land Surveyor. The work shall be completed in accordance with the minimum standards for an Urban Boundary Survey as detailed in the New Hampshire Code of Administrative Rules (Part Lan 503, Technical Standards), including but not limited to complete field survey locating all appropriate monumentation and development of Right of Way (ROW) alignments.

The CONSULTANT, in conjunction with a certified NH Licensed Land Surveyor, shall prepare a right of way plan showing ROW alignments where existent, and metes and bounds with station and offset information for the existing roadway corridors. The CONSULTANT will develop the existing Boundary and controls through the following process:

- a. ROW Facilitation Meeting: An initial meeting with the DEPARTMENT for project overview, review of historic ROW information and turnover of DEPARTMENT project data and ROW;
- b. Records Research: The CONSULTANT shall research the town and city roads and property records, State highway and relevant archive records, court, registry and probate records, abutters' deeds and property plans within the project limits, and other research as needed to define the existing ROW limits;
- c. Boundary Survey: The Consultant shall complete the boundary survey as outlined:
 - i. Field recovery of Right-of-Way and abutting boundary monuments.
 - ii. Establish geodetic control network on NH State Plane Coordinate System.
 - iii. Perform boundary survey of existing Right-of-Way.
 - iv. Process survey control data using least squares adjustment at 95% confidence level.
 1. Process side shot data on adjusted controls and verify.
 - v. Develop Right-of-Way alignments and establish Right-of-Way limits based on survey and boundary control standards of practice and the current NHLSA Ethics and Standards.
- d. Existing ROW Plan Review: The CONSULTANT shall submit a preliminary ROW plans for DEPARTMENT review and attend a ROW facilitation meeting to discuss ROW Plan review comments;
- e. Development of Final Existing ROW Plan; The CONSULTANT shall address the comments from DEPARTMENT Preliminary Plan review through a written explanation on how review items were addressed prior to recording existing ROW plan with the County Registry. The CONSULTANT shall provide the DEPARTMENT with the Existing ROW Plans in DWG/DGN file format and PDF plan file. The CONSULTANT shall provide the DEPARTMENT with a plan showing the existing boundary monumentation and survey traverse in DWG/DGN file format and the geodetic control data in ASCII file format. The CONSULTANT shall be responsible to record the base plan.

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D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in US Customary units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:
 - a. Any available electronic topographical mapping within the project area shall be provided along with any pertinent electronic supporting information (survey field notes, ASCII point file, SDR data files, etc.).
 - b. Any additional topographic surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary by the project team will be undertaken and processed by the DEPARTMENT. Incorporation of this information into the topographic baseplan shall be the responsibility of the CONSULTANT.
 - c. Electronic drawings in MicroStation format of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D procedures and Requirements.
 - d. Electronic drawings in MicroStation format of the existing utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of the preliminary base plans to the DEPARTMENT for submission to and use by the utilities. The CONSULTANT shall be responsible for the incorporation of this utility information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
2. Prints of the following information:
 - a. Any information outlined in Article I.D.1.a thru d. above (electronic information) both existing and proposed, when available, for verification by the CONSULTANT.
 - b. Any additional information not available electronically (e.g., utilities) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
3. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the CONSULTANT'S Right-of-Way Boundary (e.g., existing right-of-way layout per record plans, property lines to a tax map level, parcel owners, title abstracting, etc.) will be provided by the DEPARTMENT in MicroStation format for incorporation into the plans by the CONSULTANT.
4. Plans of prior highway and bridge construction projects within the project limits, as available.

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5. The location of all existing and proposed utilities through direct contact with the various utility companies.
6. Geotechnical investigations and recommendations, if available: Electronic files of the Environmental resource data collected in previous studies.
7. Ground survey, as needed, within the study area to supplement the digital surface model. The DEPARTMENT will process the raw survey data and incorporate into the digital surface model.
8. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).

E. WORK SCHEDULE AND PROGRESS REPORTS

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

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

The CONSULTANT shall 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 10th day of each month.

F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

All work submitted by the CONSULTANT to the DEPARTMENT shall be in US Customary units.

The submissions shall be as necessary in accordance with the study process and environmental analysis as outlined above. Each submission shall be supplemented with such electronic copies of MicroStation drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts.

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

In addition, the CONSULTANT'S final submission shall include hard copy of plans, etc. as well as electronic CAD/D files. The CAD/D files shall consist of the base plans with enhancements in MicroStation format, using DEPARTMENT naming conventions, line styles and character styles. The

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CAD/D files shall conform to the DEPARTMENT'S CAD/D Procedures and Requirements. The CONSULTANT shall also furnish coordinate summary of all survey control points with a corresponding plot of controls and alignments (including all curve data) superimposed over the detail plan as appropriate.

The CONSULTANT, with each submission, shall submit a transmittal describing the "design issues" addressed in that submission. In addition, the transmittal shall include anticipated or outstanding issues and the CONSULTANT'S recommendation. All issues shall be noted as to whether the CONSULTANT feels the issue is within the scope of work described in Article I. Meetings between the CONSULTANT and the DEPARTMENT shall be held prior to submissions to discuss design issues and recommendations.

All plan drawings, including size of sheets, lettering, symbols and scale of said drawings, shall be in conformance with the requirements and standards of the DEPARTMENT.

Electronic documents shall be delivered to the DEPARTMENT according to the following formats:

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

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

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 www.nh.gov/dot/cadd/.)

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

Word Processing:	Microsoft Word 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.

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

FTP: Files posted to the DEPARTMENT'S FTP site can be actual size or compressed. Contact the Project Manager for instructions for accessing the FTP site.

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

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

Website Information:

- a. Website Content: All external NHDOT websites created for this project shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in <https://www.nh.gov/doit/vendor/documents/nh-website-standards.pdf>.
- b. Website Documents: All documents posted to a website created for this project, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. A checklist for document compliance is provided in <https://www.section508.gov/content/build/create-accessible-documents> (go to second link down under "Checklists").

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation,

G. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part A professional services rendered under this AGREEMENT is February 28, 2021.

ARTICLE II

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

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

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

* In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT, including subconsultants, shall be \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services. A waived rate shall remain fixed at that rate for the life of the AGREEMENT unless a subsequent waiver is requested and approved.

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

Direct salary costs are estimated at: \$85,299.74

- 2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending December 31, 2017, which expires June 30, 2019, 160.84%, shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at: \$137,196.09

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

The fixed fee is: \$22,249.58

ARTICLE II

- 4) Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than \$100,000, printing, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than \$100,000 shall be invoiced as direct expenses and do not require individual invoices.

Direct expenses are estimated at: \$6,468.00

- 5) Reimbursement for actual cost of subconsultants is estimated as follows:

Monadnock Archaeological Consulting, LLC \$4,429.00

AGREEMENT NOT-TO-EXCEED TOTAL \$255,642.41

The amount payable under categories 1), 2), 4), and 5) may be reallocated within the not-to-exceed total upon mutual agreement of the DEPARTMENT and the CONSULTANT. Reallocations shall be properly documented for Final Audit purposes, but do not require a formal amendment.

The total amount to be paid under this AGREEMENT shall not exceed \$255,642.41, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of June 18, 2019 and revised June 18, 2019), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

B. LIMITATION OF COSTS

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

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3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the not-to-exceed amount specified in Article II, Section A.
4. Changes to the scope of work shall not be considered an authorization to the CONSULTANT to exceed the not-to-exceed amount specified in Article II, Section A.

C. PAYMENTS

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

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

D. ANNUAL INDIRECT COST RATE SUBMISSIONS

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

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

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

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

- AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers form with the required attachments.
- Certification of Final Indirect Costs as required pursuant to 23 CFR 172.11 and FHWA Order 4470.1A.

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- Complete copy of the CONSULTANT'S annual audited financial statements.
- Analysis of reasonableness of executive compensation as outlined in the AASHTO Audit Guide.
- Cognizant letter, if available.
- A listing of all contracts, with dollar amounts, the CONSULTANT has currently with the DEPARTMENT as a prime consultant or subconsultant.

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

E. RECORDS, REPORTS, AND FINAL AUDIT

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

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

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

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

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT.)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 2 Bedford Farms Drive, Suite 200, Bedford, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

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

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partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section A, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

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

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at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death,

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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.

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L. EXTENSION OF COMPLETION DATE(S)

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

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

COMPLIANCE

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

- (1) **Compliance with Regulations:** The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any

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information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

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N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS

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

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

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subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

ATTACHMENT A

SCOPE OF WORK
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
VANASSE HANGEN BRUSTLIN, INC.
AND
THE NH DEPARTMENT OF TRANSPORTATION



KEENE-SWANZEY 40100
VHB PROPOSAL NO. 84262.17
OCTOBER 16, 2018

A. PROJECT UNDERSTANDING

Since the late 1990s, the New Hampshire Department of Transportation (NHDOT) has worked to improve the highway system in Keene and Swanzey through a series of projects related to the reconstruction of NH Routes 9, 10, 12, and 101. These improvements were initially studied in the 1999 Keene-Swanzey, 10309, Environmental Assessment (EA) and subsequent Record of Decision issued by the Federal Highway Administration (FHWA), which contemplated a substantial reconfiguration of these highways. The project has evolved with time - due to funding constraints, environmental concerns, and final design considerations - but the Department has completed a set of four projects, including:

- Contract 10309A – Base Hill Road Intersections with NH 9 and NH 10 (Completed 2007)
- Contract 10309H – NH 10/Winchester Street Roundabout (Completed 2008)
- Contract 10309O – West Street Improvements (Completed 2008)
- Contract 10309P – Multi-Use Trail over NH 12/101 (Completed 2017)

Wetlands and floodplains are prevalent in this low-lying valley, which is underlain by former glacial lakebed sediments and is bisected by the Ashuelot River and its several tributaries. Flooding is an important concern in the City of Keene, which has seen city-wide flooding several times over the last several decades.

The 1999 EA and corresponding wetlands permits issued by the NH Department of Environmental Services (NHDES) and the US Army Corps of Engineers (USACOE) estimated a total of 29.6 acres of wetland impacts, and 116 acre-feet of floodplain impacts for the Keene-Swanzey project as a whole. However, actual impacts have been substantially less than originally estimated; about 3.7 acres of wetlands and 19.9 acre-feet of floodplain storage have been impacted by the four completed projects, as documented in a Department memorandum dated October 7, 2015. No other highway improvement projects proposed in the EA are currently identified in the 2019-2028 Ten Year Plan, so no additional impacts are anticipated.

Although the Department has attempted to find a viable mitigation strategy, a project to fully offset these impacts has not been accepted by the resource agencies. The Department had developed a plan to create

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wetlands and floodplain at a site known as "Area 11," an old agricultural field owned by NHDOT to the northeast of the NH 9/10/12 intersection with NH 101. A preliminary design of this mitigation site developed would have provided 26.8 acre-feet of flood storage and created 6.4 acres of wetlands. This proposal was presented to the resource agencies during the permitting of the Multi-Use Trail over NH 12/101 (Contract 10309P) in 2013. However, the resource agencies expressed concerns about the wetland impacts needed to construct the mitigation and questioned its value as floodplain compensatory storage and wildlife habitat. They suggested that NHDOT revisit the mitigation proposal with the City of Keene to investigate other areas in the watershed that could provide flood storage.

As a result, the development of Area 11 was suspended, and the wetland impacts associated with Contract 10309P were mitigated by payment of an in-lieu fee to the Aquatic Resource Mitigation Fund. Because the construction of floodplain compensatory storage remains unresolved, the NHDES wetland permit for the Multi-Use Trail (NHDES File No. 2015-01505) requires NHDOT to provide, among other measures, floodplain compensation within the Ashuelot River watershed to fully compensate for the 19.9 acre-feet of Impacts Incurred by the Keene-Swanzey Interlm projects.

The Department is now seeking the services of a consultant to help identify an appropriate floodplain mitigation site or sites, to work with the City, the resource agencies, and the public to gain acceptance of the mitigation plan, to develop a conceptual plan for the proposed action, and to complete the necessary NEPA environmental reviews. Eventually, the consultant would be responsible for final design and permitting of the proposed mitigation site. The mitigation project (Keene-Swanzey 40100) is identified in the current Ten Year Plan, with a total budget of \$1,645,417 including preliminary engineering, right-of-way, and construction in Fiscal Year 2021.

Below, we outline the specific tasks needed to complete Part A of this assignment.

B. SCOPE OF WORK

This scope of work includes initial site identification and screening, site evaluation, detailed studies including conceptual designs, environmental documentation, and project coordination meetings. A detailed breakdown of the scope of work and associated tasks are described below and in the attached fee estimate.

Task 1: Initial Site Identification and Screening

VHB will develop an initial site identification analysis, in consultation with the NHDOT, which will include the following steps. Once the initial site identification and screening methodologies are developed, VHB will work with NHDOT to present the proposed methodology to the City of Keene and the resource agencies to solicit feedback on methods and data sources.

Task 1.a – Identify Potential Compensatory Storage Sites:

VHB will work with NHDOT to develop and confirm the site selection criteria to be used for the initial site identification. These initial criteria would include:



- Minimum parcel size (e.g., 5 acres),
- Geomorphic position relative to existing floodplain, and
- Ownership and development status.

VHB will then develop a map of potential compensatory storage sites in GIS using data available through the City of Keene, NHDOT, NH GRANIT, and NHDES. This geodatabase would include the following:

- Most recent digital aerial orthophotography,
- Parcel mapping from City of Keene,
- Physical topography (using existing LiDAR data),
- Existing infrastructure such as roadways, buildings and underground utility corridors to identify potential conflicts,
- Approximate wetland boundaries (starting with NWI, supplemented by aerial photo interpretation if needed),
- Other relevant sensitive environmental constraints such as site contamination data (from NHDES OneStop) historic and archeological sites (if available, digitized from files at the NH Division of Historical Resources), wildlife habitat, and the locations of rare species from the NH Natural Heritage Bureau and US Fish and Wildlife Services' IPaC Report, and
- Assessed values for candidate sites using data from the City of Keene.

VHB will use the site selection criteria in conjunction with the geodatabase to develop an initial map of potential compensatory storage sites for review by NHDOT and the Technical Review Committee. As part of this step, VHB will review the analysis contained in the 1999 EA, which identified several potential sites.

Task 1.b – Develop Preliminary Estimates of Compensatory Storage: As part of the site identification and screening, VHB will use LiDAR topographic datasets and AutoCAD Civil 3D grading objects to estimate the maximum potential compensation flood storage volume for potential mitigation sites. For this analysis we assume up to eight (8) parcels will be evaluated. The GIS tax parcel data will be brought into AutoCAD and converted into feature lines to extract elevation data from the LiDAR topography. Based on the minimum elevation along the property boundary, we will use AutoCAD grading objects to generate preliminary compensatory storage volume grading within the parcel boundary to the minimum elevation along the property line. Compensation storage must be “effective” and hydraulically connected to the remainder of the floodplain. As result, any storage volume within the parcel below the lowest elevation along the boundary cannot be counted as effective compensatory storage; grading a bowl would not suffice as effective compensatory storage as the flood waters would not drain as the flood recedes. Using the grading groups, we will generate data on the maximum flood storage potential and at which elevation increments flood mitigation can be achieved for each parcel.



Task 1.c – Identification of Reasonable Alternatives: VHB will work with NHDOT to evaluate the site alternatives identified using the techniques above to identify a range of alternatives to be carried forward for further assessment. Screening criteria will be related to the following factors:

- Will the site, or combination of sites, provide adequate compensatory storage volume (i.e., approximately 19.9 ac-ft)?
- Will right-of-way acquisition costs be reasonable (based on tax assessment data)?
- Will the site minimize environmental, cultural resource, and socio-economic impacts (based on available mapping data) or provide related benefits?

This task will include development of a summary matrix to report the alternatives screening. This will include initial estimates of compensatory storage/floodplain benefits, impact estimates, and the basis for eliminating certain site alternatives or options. Aside from the initial storage volumes or flood reductions developed in Task 1.b and 1.c above, the identification of reasonable alternatives will not include conceptual designs or cost estimates. As applicable, GIS will be utilized to provide quantitative estimates of environmental impacts (e.g., wetland, clearing, etc.).

The early stages of the analysis will be developed in consultation with NHDOT, but as the analysis progresses and one or more preferred sites emerge, we would present the information to the City of Keene and the resource agencies. This may include a site walk with the stakeholders to advance the alternatives analysis and to ensure that the eventual proposed alternative is acceptable.

Task 2: Field Studies of Alternative Sites

Based on the results of Task 1, it is expected that up to four (4) alternative sites will be identified as reasonable, while other sites will be eliminated during the screening process. This set of alternatives will be subject to additional survey and plan development to allow for selection of a proposed action.

Task 2.a – Survey

- Due Diligence Existing Conditions Survey: Following initial site identification, VHB will conduct research at the land records offices at the municipality and Cheshire County Registry of Deeds. Record plans and current deeds will be obtained and reviewed to identify land rights affecting the subject property including easements, restrictions, and property encumbrances.

VHB will compile information from existing data sources to map the existing topography, utilities, general site features and property lines. Existing data sources will include existing LiDAR, and maps and plans of record. VHB will then perform a limited on the ground survey to locate site features and topography not easily extrapolated from the existing data sources such as utilities, buildings, signs, etc. This information will be used to produce a base map for up to four sites and immediately surrounding area (assumed 10-20 acres in size) and will include:

- Property Lines shown graphically only compiled from the best available information including surveys of record and/or existing parcel data.



- o Existing topography at 2-foot contour intervals based existing LiDAR data or from topographic survey data to be provided by the Department, including development of a digital terrain model for use in subsequent conceptual design work.
- o Best representation of utilities within the Project site based on maps and plans of record.

Plans will be generated in MicroStation format and at a scale sufficient to show the site details. The survey will be referenced horizontally to the New Hampshire State Plane coordinate system NAD83 and vertically to NAVD88 based on GIS. The goal of this survey effort is to develop sufficient information to allow for conceptual plan development; it is assumed that additional survey may be added to the scope for final design once a proposed action is selected and approved (i.e., Part B).

- Boundary Surveys:

Once the project team identifies a preferred site or sites (up to four), VHB will conduct boundary line survey of the identified parcel(s). The boundary line survey will adhere to the requirements set forth in Article 1, C.4, Part A Draft Scope of Work Flood Mitigation of the KEENE-SWANZEY40100, X-A004(345) project.

- o Specifically, VHB will perform research, field survey, office calculations and plan preparation to establish the existing property line for the identified parcels. VHB will conduct an on the ground survey of the project boundaries. The following is a breakdown of tasks required to conduct the property line survey:
 - Research – If necessary, VHB will expand on Task 2.a with conducting any follow up property research at the town, and Cheshire County Registry of Deeds. Assessor information, plans, deed copies will be obtained to assist in the determination of boundary lines.
 - Field Survey - Utilizing the information gathered during the research task, VHB will recover and locate monuments within the project area and abutting properties to assist in the determination of the boundaries. Evidence of the perimeter property lines (bounds, pipes, fences, walls, etc.) will be field measured, compiled with record data and shown on the existing base plans.
 - Data Analysis and Deed Interpretation – Based on the data gathered above, VHB will calculate and analyze existing record property line data and compare the results with the field located boundary evidence.

Task 2.b – Wetland Delineations: VHB will identify jurisdictional wetlands and surface waters on up to four alternative sites. The top of bank of streams and surface waters will be delineated in accordance with the definitions in NH Administrative Rule Env-Wt 101.07. Additionally, the ordinary high-water mark of streams and surface waters will be delineated in accordance with NH RSA Chapter 483-B:4(IX-e). Wetland delineation field work will be overseen by a NH certified wetland scientist (NHCWS). Wetland delineations



will follow procedures and standards in the Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, Version 2.0 (January 2012). VHB will also use the Northcentral-Northeast Regional Wetland Plant List published by the U.S. Army Corps of Engineers, the Field Indicators of Hydric Soils in the United States, Version 8.0 published by the Natural Resources Conservation Service, and the Field Indicators for Identifying Hydric Soils in New England, Version 3 published by the New England Interstate Water Pollution Control Commission. Wetlands will be classified in accordance with the Classification of Wetlands and Deepwater Habitats of the United States (Cowardin, et al. 1979). No wetland functional evaluations will be completed during this phase of the project, and no shoreland surveys will be included at this time, but the technical memorandum will note any unusual features such as invasive species, disturbed areas, or uncommon wetland types such as bogs or potential vernal pools. VHB will issue a brief letter report to document the delineations. For budgetary purposes, it is assumed that up to an average of 100 wetland/stream flags will be required to delineate wetlands on each of the alternative sites. It is assumed that wetland and stream flags will be located using GPS survey with submeter accuracy.

Task 2.c – Cultural Resource Reviews: To determine whether any historic or archaeological sites are present on the alternative sites, VHB and Monadnock Archaeological Consulting, LLC will conduct preliminary cultural resource reviews:

- **Phase IA Archaeological Sensitivity Assessments:** Monadnock will develop Phase IA studies on up to four sites following guidelines established for archaeological surveys by the New Hampshire Division of Historic Resources (NHDHR). Tasks will include background research in Keene and Concord, visual inspection of the project area, and production of a summary report. Following NHDHR guidelines, if no archaeological constraints are identified, the results will be reported using a "short report" format. Should archaeological sites or areas of archaeological sensitivity be identified, the results will be reported in a completion letter, and separate budget and proposal for a Phase IB study will be prepared if requested. Note that NHDHR regulations do not permit the visual inspection portion of the Phase IA study if there is significant snow cover.
- **Historic Structures Review:** VHB will conduct a preliminary review of up to four sites to determine whether any potential historic sites are located on or directly adjacent. This task will include a background and literature review of site files at NHDHR and through electronic map repositories, where appropriate. File review at NHDHR will collect data about existing surveys of historic structures and engineered features and technical cultural resources reports. Pertinent information on surveyed properties, historic districts, historic landmarks, etc. will be graphically represented on project maps. A VHB cultural resource specialist will also conduct field review of each site to identify standing structures and to determine their current condition. The data gathered during the background and literature review and the project walkover will be incorporated into a brief summary report including narrative, figures, and photographs of existing conditions, extant buildings, and, if relevant, streetscape photographs. It is understood that this preliminary study is not intended to result in a formal NHDHR project area or individual survey. Rather, it is intended to provide a due diligence.



Once these studies are completed, VHB will coordinate with NHDOT to prepare and submit a Request for Project Review and to present relevant findings to the NHDHR to determine if additional surveys are warranted.

Task 2.d – Rare Species Coordination: Threatened and endangered species information will be collected based on coordination with the NH Natural Heritage Bureau (NHNHB), the NH Fish and Game Department (NHFGD) and the US Fish and Wildlife Service (USFWS). Specifically, VHB will:

- Verify that no federally-listed species are present in the project study area using the USFWS Information, Planning, and Conservation System (IPaC). If any federally-listed species are present, VHB will further coordinate with NHDODT and the Regional USFWS field office. If field surveys or other extensive work is required, an amendment to this agreement may be needed to specify the scope and fee for this task. Because the project may require some limited tree clearing, potential impacts to the northern long-eared bat (NLEB) may need to be addressed under the USFWS' "FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat and NLEB" if the proposed action affects potential NLEB habitat. An affect determination will be prepared for the proposed action using the "FHWA, FRA, FTA Programmatic Consultation for Transportation Projects affecting NLEB or Indiana Bat" Determination Key.
- Coordinate with the NHNHB and the NHFGD to obtain a GIS database of any known populations of rare species for use in evaluating project-alternatives. If any state-listed species are present, VHB will further coordinate the NHNHB and NHFGD. This task would include one site visit to each site to attempt to verify presence of any exemplary natural community or individual species. If additional field surveys or other extensive work is required, an amendment to this agreement may be needed to specify the scope and fee for this task.

Task 2.e – Geotechnical Survey: Under this task, VHB will work with the NHDOT Materials and Research Bureau to scope the collection of geotechnical data to support conceptual design. These geotechnical investigations should be designed to determine the character and extent of unconsolidated earth materials as well as the location, elevation, and extent of bedrock that may affect proposed design alternatives. VHB will assist the Department in developing a plan for this investigation, but it is understood that NHDOT will conduct the studies and issue technical findings to VHB.

Task 3: Conceptual Design & Cost Estimates

Task 3.a – Conceptual Plans: VHB will develop conceptual site plans, prepared to approximately 30% design level, showing the layout for up to four reasonable sites. These plans will include preliminary grading based on best available topographic survey. Plans will also include preliminary drainage design, site layout, standard details, preliminary erosion controls, and conceptual landscape plans. For each site, VHB would develop refined estimates of compensatory storage volumes. This task also includes one field site review by the project engineer, and one round of revisions to the plans based on NHDOT review.



Task 3.b – Planning Level Cost Estimates: VHB will develop planning level cost estimates for up to four mitigation sites under detailed consideration. Excavation volumes will be estimated using the MicroStation grading group objects and revised as needed based on any additional site constraints for each parcel (i.e., easements, utilities, set back, etc.). Unit costs will be taken from the NHDOT current weighted average unit prices and/or from the Gordian RSMean construction costing software. If acquisition costs are required, we will use the assessed value for each parcel.

Task 4: Engineering Report

VHB will summarize the site identification and screening, alternatives analysis and conceptual designs in a draft Engineering Report, which would include maps, tabular data and technical narrative to compare the various alternatives and identify the proposed action. The Engineering Report would document the existing conditions, conceptual designs and cost estimates, address engineering or other issues, and summarize the design decisions and engineering details. Evaluations will include discussions or comparisons of construction cost, hydraulic performance of the alternative sites, cultural and environmental regulatory requirements, and maintenance requirements. The report will contain a listing of the relevant design criteria and specifications to be used. Rejected alternatives would be documented to explain the justification for their rejection. In addition, the Engineering Report would explain in summary fashion pertinent issues, recommendations and decisions relative to the design as proposed, and would address the engineering and regulatory aspects of the study as required to supplement and complete environmental documentation. A draft report would be submitted for NHDOT review, and VHB would revise and submit a final report following comments.

Task 5: Environmental Documentation

VHB understands that this project will receive federal funding, and that the study is being conducted in accordance with a federal permit requirement. Therefore, the project must comply with the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, Section 4(f) of the United States Department of Transportation (USDOT) Act and any other pertinent state and federal regulations. Preliminary assessment of the project suggests that the project would qualify for a Categorical Exclusion (CE) under FHWA regulations [23 CFR 771.117(d)]. In keeping with NHDOT policy, VHB will develop an Environmental Study to support the NEPA classification. VHB will complete the following tasks to support the environmental review:

- Coordinate with NHDOT and FHWA to confirm the CE classification.
- Prepare an Individual CE Document (Environmental Study) in accordance with NHDOT standards to document the environmental analysis and support the CE determination.
- Address the following environmental issues:



- Air Quality – Confirm that the project does not require a conformity determination; complete an 8-hour CO analysis.
- Contamination – Evaluate whether the affected properties are within 1,000 feet of potential contaminated or hazardous waste remediation sites, and within 4,000 feet of identified PFASs contaminated areas or solid waste facilities.
- Cultural Resources – Evaluate whether the affected properties are on or eligible for the National Register of Historic Places.
- Endangered Species – Coordinate with the NH Natural Heritage Bureau and the US Fish and Wildlife Service to evaluate whether the project will affect state or federal threatened or endangered species.
- Floodways – Confirm that the project would provide at least 19.9 ac ft of compensatory floodplain storage.
- Noise – Confirm that the project is not a Type I highway project.
- ROW – Evaluate whether the proposed action requires the acquisition of residences or businesses, or acquisitions to an extent that impairs the functions of the affected properties.
- Section 4(f) – Evaluate whether there are historic properties, wildlife refuges, or recreational properties affected.
- Section 6(f) – Evaluate whether there are properties protected by Section 6(f) of the Land and Water Conservation Fund Act.
- Water Quality – Confirm that the project will not have more than a negligible impact on surface waters.
- Wetlands – Confirm that the project will not require an Army Corps of Engineers Individual Permit.



Note that it is assumed that the proposed action would not affect historic properties, or properties protected by Section 4(f). VHB will work directly with NHDOT to ensure that the Categorical Exclusion and supporting information adequately addresses floodplain mitigation requirements and agency concerns. It is assumed that VHB will submit a draft document for NHDOT and FHWA review and will make one revision prior to preparing a draft for review at the Public Hearing. After the Hearing, the document will be finalized prior to FHWA's acceptance of the document. The environmental documentation will be submitted following selection of a proposed action by NHDOT prior to a Public Hearing (if required). Final design will be completed in Phase B.

Task 6: Meetings and Coordination

Task 6.a – Project Kickoff Meeting: A project kickoff meeting will be scheduled as early as possible to discuss project objectives, process, and other critical elements of the project. Some of the items that may be discussed at the meeting will include confirmation of the project study area and study methods, regulatory and public outreach/public process, and general project coordination. VHB will prepare notes following the meetings

Task 6.b - Project Team Meetings: VHB anticipates the need to attend up to five additional internal project team meetings with NHDOT. Project Team Meetings will include attendance for up to three people: VHB's Project Manager, a Water Resources Engineer, and one additional specialist as needed. We anticipate that the meeting will encompass 4 hours on average for each participant to prepare for, attend, and follow-up and meeting minutes after the meeting.

Task 6.c – Resource Agency and Technical Review Committee Meetings: It is anticipated that the project will require meetings at NHDOT's monthly Natural Resource Agency Coordination Meeting. Additionally, a Technical Review Committee including representatives of the resource agencies and City of Keene may be formed. VHB will participate in up to five agency coordination meetings to discuss the project plan, present and discuss the alternatives under evaluation, review conceptual designs and impact. Meetings are normally assumed to occur in Concord, but up to two such "field" meetings would be held in Keene. One meeting at NHDOT's monthly Cultural Resource Agency Coordination Meeting is anticipated. VHB will prepare notes following the meetings.

Task 6.d – Front Office Meetings: VHB will prepare for and attend up to two Front Office meetings at the Department. Anticipated topics will include a review of the initial site identification, the alternatives that were evaluated, anticipated engineering and construction schedules and soliciting information from Department leaders. Presentation materials developed for resource agency and public informational meetings will be used. VHB will prepare the Front Office Project Information Sheet two weeks prior to the meetings.



Task 6.e - Public Informational Meetings: VHB will participate in up to two Public Informational Meetings. Topics will include project objectives, overview of the purpose and need for the project, alternatives analysis, and a review of the project following the issuance of the final engineering report. Presentation materials will include PowerPoint presentations, an aerial plan of the project vicinity with primary features labeled, color maps of the alternatives and presentation of the Proposed Action. A summary with minutes will be prepared by VHB following each of the meetings.

Task 6.f – Public Hearing: If the Proposed Action requires acquisition of new property, VHB will assist the Department in conducting a Public Hearing. VHB will coordinate with the NHDOT in preparation for the Public Hearing. NHDOT will determine and schedule the meeting venue and prepare and distribute advance notice of the meeting. This support will include preparation of presentation graphics, handouts and support displays and development of a hearing statement. VHB will be available to assist with the project presentation at the hearing but assumes that meeting minutes will be the responsibility of the Department. Following the hearing, VHB will assist NHDOT in addressing comments submitted at the hearing. VHB will also support the Department by providing attendance at one pre-hearing dry run and at the Finding of Necessity meeting.

Task 7: Project Administration

Task 7.a - Internal Project Team Meetings: The VHB project team will meet regularly to review project status, issues, and schedule – including some brainstorming sessions. For budgeting purposes, we have assumed up to eight (8) meetings over the course of the study.

Task 7.b - Client Progress Reports: VHB will prepare monthly progress reports that will accompany all submitted invoices. The reports will summarize the progress by task. Work under this task will include coordination with sub-consultants, team product and schedule oversight and project cost control.

Task 7.c - Project Management: Work effort under this task is not technical in nature but rather is limited to the Project Manager's oversight of the project. The overall oversight includes such tasks as ensuring the direction of the project complies with project scope, schedule, and fee commitments, coordination with the Department on addressing requests from outside groups and agencies and for addressing requests from the Department.

C. ASSUMPTIONS AND SERVICES NOT INCLUDED

This scope of work and the associated fee estimate is based on the following assumptions:

- The proposed action will not affect historic sites.
- A Life-Cycle Cost Analysis is not required for this project.
- Plans will be developed in AutoCAD format and submitted to NHDOT after exporting to Microstation format upon completion of the project.



- NHDOT will arrange for access to privately-owned parcels as needed.
- A Conditional Letter of Map Revision (CLOMR) is not required during this phase of the project.
- This phase of work will not include detailed hydraulic modeling unless a supplemental scope and fee estimate is prepared and approved by NHDOT.

NHDOT shall provide VHB with project-related technical data including, but not limited to, the following:

- Title Report and Title Insurance Commitment, if required
- Access to the Property
- Existing Plans
- Existing Site Reports
- Recent survey plans and data by others

VHB will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services under this Agreement.

The following services are not included in this scope of work:

- Final design or construction support services, including design beyond a preliminary level or review of Contractor submittals, field observation, production of as-built plans, or certifications.
- Cultural resource surveys or services relative to compliance with Section 106 of the National Historic Preservation Act or Section 4(f) of the USDOT Act other than specified in this scope of work.
- Requests for information from NHDES, NHHNB or other agencies that require additional analysis, mapping or documentation beyond that specified above.
- Accommodations for Limited Reuse Soils.

If work is required in any of the above areas or areas not previously described, VHB will prepare a contract amendment, to provide a separate description of services, fee, and schedule required to complete the additional scope. It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will coordinate its efforts with those of other project team members, as required.

Attachment 1

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 X, proposed subconsultant _____, hereby certifies that it has X, has not _____, participated in a previous contract or subcontract 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 Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Vanasse Hangen Brustlin, Inc.

(Company)

By: Robert Brustlin

Managing Director

(Title)

Date: 7/8/19

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) NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.

Attachment 2

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

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(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.

7/8/19

(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Managing Director and duly-authorized representative of the firm of Vanasse Hangen Brustlin, Inc., and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

7/8/19

(Date)


(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

except as here expressly stated (if any):

July 9, 2019
(Date)


(Signature)

Attachment 5

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

By: [Signature]

Dated: 7/8/19

CONSULTANT

By: [Signature]
Managing Director

(TITLE)

Dated: 7/8/19

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: July 9, 2019

THE STATE OF NEW HAMPSHIRE

By: [Signature]
Director of Project Development

For DOT COMMISSIONER

Dated: July 9, 2019

Attorney General

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

Dated: 7/29/19

By: [Signature]
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:
By: _____
Secretary of State

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

**KEENE-SWANZEY
X-A004(345)
40100
(PART A)**

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 28, 2019, at which a quorum of the Board was present and voting.

VOTED:

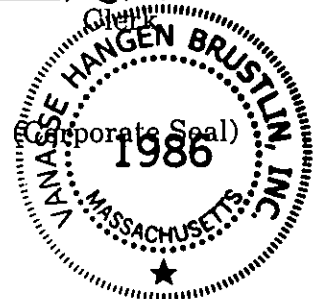
That Robin Bousa is Managing Director for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Robin Bousa is Managing Director for this Corporation.

ATTEST:

Date: July 8, 2019





NOTEPAD:HOLDER CODE NHDOT-1
INSURED'S NAME Vanasse Hangen Brustlin, Inc.;VANAS-1
OP ID: CLPAGE 2
Date 07/08/2019

RE: Keene-Swanzey X--A004(345)40100

The State of New Hampshire Department of Transportation is included as additional insureds per written contract for ongoing and completed operations on the general, auto, and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Waiver of subrogation applies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.