



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



38 Beantoe

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
February 1, 2016

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with the firm of CHA Consulting, Inc., Keene, NH, Vendor #175302, for an amount not to exceed \$2,114,730.22 for preliminary design engineering services to widen approximately twelve miles of the F. E. Everett Turnpike from Nashua to Bedford, effective upon Governor and Council approval, through March 31, 2019. 100% Turnpike Funds.

Funds to support this request are available in the following account in State FY 2016 and FY 2017 and are anticipated to be available in State FY2018 and 2019 based 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 5 columns: Account Number, FY 2016, FY 2017, FY2018, FY2019. Row 1: 04-96-96-961017-7507 Central NH Turnpike. Row 2: 046-500463 Eng Consultants Non-Benefits \$282,000.00 \$846,000.00 \$846,000.00 \$140,730.22

EXPLANATION

The Department requires professional engineering, environmental, and public outreach consultant services to widen approximately twelve (12) miles of the F. E. Everett Turnpike beginning north of Exit 8 (Somerset Pkwy) in the City of Nashua and continuing northerly through Interstate 293/NH Rte.101 interchange in the Town of Bedford. The F.E. Everett Turnpike is the principal arterial linking Manchester and Nashua and as such serves a vital role in the economy of this region and the state. The goals of the Part A preliminary design phase of this project are to select a preferred alternative that is technically feasible, environmentally permittable, and economical; develop an approved Environmental Assessment; and bring the preferred alternative to a Special Committee Public Hearing for layout approval. Assuming a successful Public Hearing, the Department reserves the right to either negotiate a fee for the Part B final design services or terminate the contract. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Nashua-Bedford 13761).

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for a Nashua-Merrimack-Bedford 13761 F.E. Everett Turnpike widening preliminary design contract. The assignment was listed as a "Possible Action Project" on the Department's website on March 17, 2014 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 May 8, 2014 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on June 2, 2014 through a

technical "Request for Proposal" (RFP). Committee members individually rated the firms on August 14, 2014 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 consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm

Office Location

AECOM
The Louis Berger Group, Inc.
CHA Consulting, Inc.
CLD Consulting Engineers
Fay, Spofford & Thorndike, LLC

Manchester, NH
Manchester, NH
Keene, NH
Manchester, NH
Bedford, NH

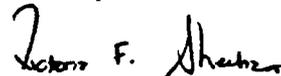
The firm of CHA Consulting, Inc. was recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services in previous similar contracts with the Department. Background information on this firm is attached.

CHA Consulting, Inc. has agreed to furnish the professional engineering services for an amount not to exceed \$2,114,730.22.

This Agreement (Nashua-Bedford 13761) 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: Nashua-Merrimack-Bedford 13761 (PART A)

DESCRIPTION: Preliminary engineering, environmental, and public involvement services are needed for approximately twelve (12) miles of FEET, extending from the north of Exit 8 (Somerset Pkwy) in the City of Nashua northerly through the Interstate 293/NH Rte.101 interchange in the Town of Bedford. Preliminary engineering is required to carry forward the previously completed F. E. Everett Turnpike Widening Feasibility Study for the expansion of the four lane turnpike to a minimum of six lanes within three highway segments, bridge alternative evaluations, and recommendations for rehabilitation of the remaining segments. Preliminary engineering efforts will include corridor photogrammetry, traffic counts (including origin and designation) and preliminary engineering design (highway and bridge) to support the environmental evaluations and public participation processes. Right-of-Way work will include land title investigation and property boundary layout. (ROW purchase plan development (including registry recordation), and ROW line monumentation will be in Part "B"). Environmental efforts are needed to prepare and complete all appropriate environmental documentation and permitting requirements. It is expected that documentation will be an Environmental Assessment, taking into account, at a minimum, the requirements of the National Environmental Policy Act (NEPA), the Clean Water Act, the National Historic Preservation Act, and Section 4(f) of the US Department of Transportation Act. Permitting requirements will consider the State Wetlands Dredge and Fill permit, the National Pollutant Discharge Elimination System permit, and other applicable permits. The Consultant will also be required to assist the Department in the public involvement process, including a formal Public Hearing for the preferred alternative. The public involvement process for this project includes assisting the Department through public meetings with the affected communities, including a public hearing and assistance for resolution of public hearing issues.

Services Required: : BRDG, STRC, RDWY, ENV, HAZ, HIST, AIR, NOIS, WET, HYD, SURV, ROW, TRAF, PUBLIC OUTREACH, PLAN

SUMMARY

CHA, Inc.	1	1	1	1								4
CLD Consulting Engineers, Inc.	2	2	2	2								8
Fay, Spofford & Thorndike, LLC	3	3	3	3								12

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms	W E I G H T		
		CHA, Inc.	CLD Consulting Engineers, Inc.	Fay, Spofford & Thorndike, LLC
Comprehension of the Assignment	20%	17	18	17
Clarity of the Proposal	20%	18	17	18
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	19	18	18
Previous Performance	10%	9	9	8
Overall Suitability for the Assignment*	10%	8	8	8
Total	100%	89	88	87

*Includes: Proximity to project; usage, quality and experience of subconsultant municipalities or other third party.

- Ranking of Firms:
1. CHA, Inc
 2. CLD Consulting Engineers
 3. Fay, Spofford & Thorndike LLC

Rating Considerations	Scoring of Firms	W E I G H T		
		CHA, Inc.	CLD Consulting Engineers, Inc.	Fay, Spofford & Thorndike, LLC
Comprehension of the Assignment	20%	18	17	15
Clarity of the Proposal	20%	18	17	15
Capacity to Perform in a Timely Manner	20%	19	18	15
Quality & Experience of Project Manager/Team	20%	20	17	16
Previous Performance	10%	10	9	8
Overall Suitability for the Assignment*	10%	10	9	8
Total	100%	95	87	77

*Includes: Proximity to project; usage, quality and experience of subconsultant municipalities or other third party.

- Ranking of Firms:
1. CHA
 2. CLD
 3. FST

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	W E I G H T	CHA, Inc.	CLD Consulting Engineers, Inc.	Fay, Spofford & Thorndike, LLC
Comprehension of the Assignment	20%	18	17	17
Clarity of the Proposal	20%	18	18	14
Capacity to Perform in a Timely Manner	20%	18	17	17
Quality & Experience of Project Manager/Team	20%	18	16	16
Previous Performance	10%	9	8	7
Overall Suitability for the Assignment*	10%	9	8	7
Total	100%	90	84	78

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

Ranking of Firms: 1. CHA
2. CLD
3. FST

Rating Considerations	Scoring of Firms			
	W E I G H T	CHA, Inc.	CLD Consulting Engineers, Inc.	Fay, Spofford & Thorndike, LLC
Comprehension of the Assignment	20%	19	19	15
Clarity of the Proposal	20%	19	19	15
Capacity to Perform in a Timely Manner	20%	19	19	14
Quality & Experience of Project Manager/Team	20%	19	18	17
Previous Performance	10%	10	9	7
Overall Suitability for the Assignment*	10%	10	9	7
Total	100%	96	93	77

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

Ranking of Firms: 1. CHA/MJ
2. CLD/VHD
3. FST

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 CHA Consulting, Inc.			3. YEAR ESTABLISHED 2011	5. DUNS NUMBER 967321691
2b. STREET 11 King Court			5. OWNERSHIP a. TYPE Corporation 6-11-15	
2c. CITY Keene	2d. STATE NH	2e. ZIP CODE 03431		
6a. POINT OF CONTACT NAME AND TITLE Robert J. Faulkner, Vice President			b. SMALL BUSINESS STATUS No	
6b. TELEPHONE NUMBER (603) 357-2445 x229			7. NAME OF FIRM (if block 2a is a branch office)	
6c. E-MAIL ADDRESS rfaulkner@chacompanies.com				
8a. FORMER FIRM NAME(S) (if any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER
Clarkeson Engineering Co., Inc., 1952 Clarkeson, Clough, Yokel, 1966 Clough Associates, 1971 Clough Harbour & Associates LLP, 1990			John Clarkeson, Consulting Eng., 1955 Clarkeson & Clough Associates, 1967 Clough, Harbour & Associates, 1981 CHA, Inc., 2008	

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			
12	Civil Engineers	86	4	A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	6
13	Communications Engineer	2	0	A06	Airports; Terminals; & Hangers; Freight Handling	7
15	Construction Inspector	54	0	B02	Bridges	7
21	Electrical Engineers	76	0	C15	Construction Management	8
23	Environmental Engineer	13	0	E09	Environmental Impact Studies, Assessments or Statements	6
24	Environmental Scientist	15	0	E10	Environmental and Natural Resource Mapping	4
27	Foundation/Geotechnical Engineer	9	0	E11	Environmental Planning: NEPA, CSS	6
30	Geologists	6	0	E14	Erosion Prevention & Sediment Control	5
34	Hydrologists	3	0	G04	GIS Services: Development/Analysis/Data Collection	4
35	Industrial Engineers	7	0	H07	Highways; Streets; Airfield Paving; Parking Lots	9
38	Land Surveyor	41	0	I04	Intelligent Transportation Systems	4
39	Landscape Architects	15	0	I06	Irrigation; Drainage	5
42	Mechanical Engineers	39	0	L03	Landscape Architecture	5
47	Planners: Urban/Regional	25	0	L06	Lighting (Exteriors; Street; Memorials; Athletic Fields)	4
52	Sanitary Engineers	28	0	P06	Planning (Site, Installation and Project)	6
55	Soils Engineers	1	0	R03	Railroad and Rapid Transit	6
57	Structural Engineers	58	0	R06	Rehabilitation (Buildings; Structures; Facilities)	8
58	Technician/Analyst	8	0	S04	Sewage Collection, Treatment & Disposal	7
60	Transportation Engineers	111	6	S05	Soils & Geologic Studies; Foundations	6
NA	Airport Engineers	38	0	P06	Planning (Site, Installation and Project)	6
	Other Employees	281	3	T03	Traffic Engineering: Signal Design	5
Total		916	13	S09	Structural Design; Special Structures	7

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES 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 	c. DATE 4/21/2015
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c. NAME AND TITLE
Robert J. Faulkner, Vice President

TABLE OF CONTENTS

PREAMBLE

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED.....	2
A. LOCATION AND DESCRIPTION OF PROJECT	2
B. SCOPE OF WORK (GENERAL).....	2
C. SCOPE OF WORK (SPECIFIC)	3
D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION	13
E. WORK SCHEDULE AND PROGRESS REPORTS	14
F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS.....	15
G. DATE OF COMPLETION	15
ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT	16
A. GENERAL FEE	16
B. SUMMARY OF FEES.....	18
C. LIMITATION OF COSTS.....	18
D. PAYMENTS	19
ARTICLE III - GENERAL PROVISIONS.....	20
A. HEARINGS, ETC.	20
B. CONTRACT PROPOSALS.....	20
ARTICLE IV - STANDARD PROVISIONS	21
A. STANDARD SPECIFICATIONS	21
B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS	21
C. EXTENT OF CONTRACT.....	21
1. Contingent Nature of Agreement	21
2. Termination	21
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS	22
E. ADDITIONAL SERVICES	23
F. OWNERSHIP OF PLANS.....	23
G. SUBLETTING	24
H. GENERAL COMPLIANCE WITH LAWS, ETC.....	24
I. BROKERAGE	24
J. CONTRACTUAL RELATIONS.....	25
1. Independent Contractor	25
2. Claims and Indemnification	25
3. Insurance	25
4. No Third-Party Rights	26
5. Construction of Agreement	26
K. AGREEMENT MODIFICATION	26
L. EXTENSION OF COMPLETION DATE(S)	27
M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE	27
N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS	28
1. Policy.....	28

2.	Disadvantaged Business Enterprise (DBE) Obligation.....	29
3.	Sanctions for Non-Compliance.	29
O.	DOCUMENTATION.....	29
P.	CLEAN AIR AND WATER ACTS.....	29

ATTACHMENTS

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

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**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 21 day of January in the year 2016 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 CHA Consulting, Inc., with principal place of business at 3 Winners Circle, in the City of Albany, State of New York, and New Hampshire branch office at 11 King Court, in the City of Keene, 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 widen approximately twelve (12) miles of the F. E. Everett Turnpike beginning north of Exit 8 (Somerset Pkwy) in the City of Nashua and continuing northerly through Interstate 293/NH Rte.101 interchange in the Town of Bedford.

The DEPARTMENT requires professional consulting services to select a preferred alternative that is technically feasible, environmentally permittable, and economical; develop an approved Environmental Assessment; and bring the preferred alternative to a Special Committee Public Hearing for layout approval. These services are outlined in the CONSULTANT'S Supplemental Scope of Services and Fee Proposal dated August 7, 2015, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

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 widening the three remaining four-lane segments of the F. E. Everett Turnpike (F.E.E.T.) between Nashua and Bedford to add, as a minimum, one northbound and one southbound travel lane, to improve traffic operations and safety. The three highway segments to be widened include

- Segment 1: Exit 8 in Nashua to Exit 10 in Merrimack (~1.5 miles)
- Segment 2: Exit 11 in Merrimack to vicinity of Bedford toll plaza (~5.3 miles)
- Segment 3: Vicinity of Bedford toll plaza to I-293 (~1.3 miles)

This widening will also necessitate some adjustments to the interchange ramps at Exits 10, 11, and 12 and at I-293. No improvements will be evaluated at any of the intersections adjacent to the interchange ramps. The bridges carrying Baboosic Lake Road and Wire Road over the F.E.E.T. will require replacement to span the widened highway. The F.E.E.T. bridges over Pennichuck Brook and Baboosic Brook will require either replacement or widening. The F.E.E.T. bridges over the Souhegan River (Merrill's Marauders Bridge) and over Continental Boulevard / Greeley Street (Exit 11) are already six lanes wide, but should be reviewed for BRPPI efforts. The Industrial Drive Bridge over F.E.E.T. (Exit 10), F.E.E.T. Bridge, Bedford Road Bridge over F.E.E.T. (Exit 12), and US Rte. 3 Bridge over the F.E.E.T. have been constructed to span a minimum six lanes, and no work is anticipated.

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 design alternatives for the widening of the highway segments noted above. The alternative development process will: 1.) use a context-sensitive solution approach to determine a preferred alternative; 2.) identify all impacted natural and cultural resources and investigate means of minimizing or mitigating the impacts; 3.) prepare an Environmental Document for the preferred alternative; 4.) prepare a hearing plan for the preferred alternative, and 5.) perform a Value Engineering evaluation of the preferred alternative.

B. SCOPE OF WORK (GENERAL)

The F.E.E.T. is the principal arterial linking Manchester and Nashua and as such serves a vital role in the economy of this region and the state. The goals of Part A of this project are to select a

ARTICLE I

preferred alternative that is technically feasible, environmentally permissible, and economical; develop an approved Environmental Assessment; and bring the preferred alternative to a Special Committee Public Hearing for layout approval.

Assuming a successful Public Hearing, 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 study will use the Context Sensitive Solutions approach for this Part A phase of the project. This will include a dynamic public participation program involving public and private stakeholders and the general public in the decision-making process.

C. SCOPE OF WORK (SPECIFIC)

The tasks for Part A have been separated into three categories: Preliminary Engineering, Environmental Documentation, and Public Participation. The Preliminary Engineering tasks cover the work required to evaluate alternatives and develop a preferred alternative. 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 Part A Supplemental Scope of Work dated August 7, 2015.

1. Preliminary Engineering

a. Data Collection

The CONSULTANT shall collect new information as required within the Project Limits including data such as traffic volumes, crash information, utility locations, or other available materials. The CONSULTANT shall conduct a field review of the project area to identify key engineering controls, topographic features, natural and cultural resource constraints, and land uses that could have a bearing on the design.

b. Base Plan Preparation

The CONSULTANT shall develop topographic base plans for the project based upon a digital surface model to be provided by the DEPARTMENT. The most recent orthorectified digital aerial photographs will also be provided by the DEPARTMENT.

c. Right-of-Way Boundary Preparation

The CONSULTANT shall complete a boundary survey within the limits of the F.E.E.T. corridor, including gap sections, and along 1000' of the approaches to the Baboosic Lake Road and Wire Road Bridges, 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

ARTICLE I

locating all appropriate monumentation and development of legacy alignments. The CONSULTANT in conjunction with a certified NH Licensed Land Surveyor shall prepare a ROW plan, certified for recording, showing metes and bounds with station and offset information for the existing turnpike and roadway corridors.

d. Traffic Analysis

The CONSULTANT shall use traffic volume data provided by the DEPARTMENT and supplemented by the CONSULTANT to analyze no-build and build traffic operations within the project area. The analyses shall investigate and tabulate the operations of the freeway segments as well as the interchange ramp merge and diverge areas.

e. Alternative Development & Evaluation

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

i. Reasonable Alternatives: Each alternative will be developed to an equal level of detail and presented in a plan package. Lanes, shoulders, bridge limits, slope impact limits, right of way requirements, and potential water quality protection measures 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 as pavement, roadway selects, earthwork, bridges, structures and significant drainage facilities and apply the Department's most recent weighted average unit prices. Other items will be estimated on a percentage basis. Right of way acquisition costs will be based on a percentage of the assessed value of impacted property. The CONSULTANT will submit a summary of impacted properties with assessed value and percentage evaluation for the DEPARTMENT's review and comment. The CONSULTANT will not complete a fair market evaluation of the impacted properties. Engineering and mitigation costs will be estimated on a percentage basis.

iii. Bridge / Structure Alternatives: The details of the various bridge alternatives will be summarized with pros and cons including costs.

f. Benefit-Cost Analysis

The CONSULTANT shall perform a benefit cost analysis, prior to the Public Hearing to estimate the value of the benefits related to the selected alternative improvements in comparison to the cost of said improvements. As this project is expected to improve traffic flow, reduce travel time, reduce fuel consumption, improve air quality, and reduce crashes, the CONSULTANT shall estimate the value of each benefit in terms of dollars

ARTICLE I

saved by the traveling public for the opening year of 2024 and future year of 2035 as compared to the No-Build condition. The CONSULTANT shall also calculate the additional savings to the travelling public from improved travel time, reduced fuel consumption, and improved safety for each year the project may be advanced up to four years in the event the project is completed and open in 2020. The CONSULTANT shall use the technical memorandum completed by HNTB dated June 2013 as a basis for the benefit cost analysis.

g. Value Engineering Evaluation

Value Engineering will not be performed as part of the Part A.

h. Engineering Report

The CONSULTANT shall prepare an Engineering Report to document the existing conditions within the corridor, and to summarize the design decisions and engineering details of the preferred alternative. Any rejected alternatives should also be documented to explain the justification for their non-selection.

i. 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 of Nashua, the Towns of Merrimack and Bedford, regional planning commission staff, state or federal agency staff, and others as appropriate.

2. Environmental Documentation

a. Data Collection

The CONSULTANT shall review relevant data sources to identify all resources present within the Project Area. Resources to be identified include:

i. Water-Based Resources

a) Groundwater: Data regarding aquifers and public water supplies within the study area will be gathered from appropriate sources such as the GRANIT GIS database, NHDES mapping, or municipal mapping. The CONSULTANT will describe these resources and display them on project mapping.

b) Surface Waters: Data regarding existing surface waters and water quality will be gathered and documented. The CONSULTANT will investigate appropriate water quality treatment measures necessary to achieve No Net increase in Loading of surface water pollutants (Total Nitrogen, Total Phosphate and Total Suspended Solids). This shall include a pavement runoff analysis for nutrients

ARTICLE I

(TN,TP TSS) and volume for the existing condition and preferred alternative to determine appropriate size and placement of structural Best Management Practices to shown at the Public Hearing. Assessments of chloride (salt) loadings based on the number of travel lanes for the pre and anticipated preferred alternative shall be conducted and include an analysis of the effects to receiving waters.

- c) Floodplains: FEMA floodplain and floodway information will be gathered from appropriate sources and displayed on project mapping.
 - d) Wetlands: The CONSULTANT will delineate wetlands and determine their functions and values within the study area limits based on state and federal criteria, and will collect field data sufficient to document the delineation. If access to private property is required, landowners will be notified by the DEPARTMENT. The CONSULTANT will survey wetland flagging using a GPS unit with sub-meter accuracy. The CONSULTANT will note any unusual features such as invasive species, disturbed areas, or uncommon wetland types such as bogs or vernal pools. The CONSULTANT will identify potential wetland mitigation opportunities either within the project corridor or the surrounding area. This effort will need to be coordinated with municipalities.
 - e) Stream Crossings: The CONSULTANT will identify all intermittent and perennial stream crossings within the project study limits. The CONSULTANT will determine the watershed size for each crossing using the USGS Stream Stats tool. The CONSULTANT will also determine the corresponding Tier classification in accordance with the NHDES Stream Crossing Rules Env-Wt 900 series to aid in determination of a design that meets the NHDES Stream Crossing Guidelines and/or alternative design.
- ii. Land-Based Resources
- a) Soils: Soil series within the study area will be mapped based on existing databases, including the distribution of prime, statewide, local, or unique farmland soils.
 - b) Active Farmlands: Active farmlands will be identified and described.
 - c) Public and Conserved Lands: Publicly owned lands, bicycle and pedestrian trails, and privately conserved lands will be identified.
 - d) Section 4(f) Resources: Parks, historic sites, or other areas subject to Section 4(f) will be identified.

ARTICLE I

e) Section 6(f) Resources: Lands receiving Section 6(f) funds will be identified based on coordination with the NH Department of Resources and Economic Development.

iii. Wildlife

a) Wildlife and Habitat: Wildlife resources will be identified with information from the NH Wildlife Action Plan and supplemented as needed by field reconnaissance.

b) Fisheries: The fisheries resource information will be updated based on coordination with NH Fish and Game and the US National Marine Fisheries Service.

c) Threatened and Endangered Species: Threatened and endangered species information will be gathered through coordination with the NH Department of Resources and Economic Development, NH Fish and Game Department, and the US Fish and Wildlife Service, as well as field investigations.

iv. Cultural Resources (Architectural)

The CONSULTANT will prepare and submit a Request for Project Review (RPR) to NHDHR and identify historic resources in accordance with NHDHR Survey Manuals. Further assessment of the determination of eligibility for the National Register, if necessary, will be undertaken in consultation with the NH State Historic Preservation Officer (SHPO) and the lead Federal agency. The CONSULTANT will conduct all necessary phases of Section 106 public outreach.

v. Cultural Resources (Archaeology)

The CONSULTANT will undertake a Phase 1A investigation of areas of archeological sensitivity within the study area. Any sensitive areas that may be impacted by project alternatives may be further investigated with a Phase 1B investigation to determine if resources are present. If archeological resources are identified, further assessment of the determination of eligibility for the National Register and the need for additional archeological investigations will be evaluated in consultation with the NH State Historic Preservation Officer and the lead Federal agency.

vi. Social and Economic Resources

The socio-economic setting shall be evaluated in Part A. The CONSULTANT will be responsible for completing a socio-economic analysis. The CONSULTANT will identify the socio-economic relationship between the study area

ARTICLE I

transportation/circulation pattern, regional and local municipalities' Master Plans, and the businesses and residents within its immediate influence.

vii. Noise

The CONSULTANT shall perform, as necessary, tasks required to assess the potential effects on noise levels at receptors adjacent to the project to determine and/or achieve compliance with the FHWA Procedures for Abatement of Highway Traffic Noise and Construction Noise (23 CFR 772) and the DEPARTMENT'S *Policy and Procedural Guidelines for the Assessment and Abatement of Highway Traffic Noise for Type I Highway Projects* (the Noise Policy).

viii. Air Quality

The CONSULTANT shall perform, as necessary, tasks required to assess the potential air quality impacts of the project to determine and/or achieve compliance with the State of New Hampshire Air Quality Implementation Plan, and the provisions set forth in the Clean Air Act Amendments (CAAA) and the National Environmental Policy Act (NEPA).

ix. Invasive Species

The CONSULTANT will determine the presence of invasive species in conjunction with other project field investigations. General locations and types will be identified within the project limits, but no detailed mapping will be provided.

x. Contaminated Properties

A database search will be undertaken to identify areas with records of hazardous materials. The CONSULTANT will populate the DEPARTMENT'S RASCAL database, will coordinate with the DEPARTMENT'S hazardous materials specialists to confirm findings, and will assess measures required to conduct geotechnical investigations within areas of potential contamination. The CONSULTANT will coordinate with the DEPARTMENT on evaluating the presence of asbestos or lead paint on existing bridges and in determining future investigation requirements of the project.

xi. Construction Impacts

The CONSULTANT shall perform, as necessary, tasks required to assess the potential construction impacts on the natural, cultural, and socio-economic resources present within the project area.

ARTICLE I

xii. Other

The CONSULTANT shall collect and review any other data sources as identified in the Part A Supplemental Scope of Work dated August 7, 2015.

b. Agency Coordination

The CONSULTANT will attend several of the DEPARTMENT's monthly Natural Resource Agency meetings and coordinate a field meeting, if needed, with the agencies to review resource impacts. The CONSULTANT will also attend several of the DEPARTMENT meetings with the NH Division of Historical Resources to discuss scope and findings.

c. Project Purpose and Need

The CONSULTANT will develop a formal Purpose and Need Statement for the project consistent with NEPA and other Federal guidelines.

d. Alternatives Development and Evaluation

The CONSULTANT will develop a Summary Matrix of the impacts and effects of the design alternatives for use by the DEPARTMENT and stakeholders to determine the Preferred Alternative. The entire alternatives screening and selection process will be summarized in the Environmental Assessment. This will include initial alternatives concepts, screening criteria and results, and the basis for eliminating alternatives or options.

e. Description of Proposed Action

The CONSULTANT will describe the Proposed Action in detail, including location, dimensions, traffic patterns, amenities or facilities such as pedestrian crossings, construction issues, and estimated costs. Conceptual plan, profile, and cross-section views will be included.

f. Environmental Impacts of Reasonable Range of Alternatives

The CONSULTANT will identify resource impacts, potential measures to minimize or mitigate impacts, and possible resource enhancements that could be achieved by the alternatives.

The CONSULTANT will perform tasks as outlined in the Part A Supplemental Scope of Work dated August 7, 2015 for the following resources/impacts:

- Land Use
- Social and Economic Resources
- Farmlands
- Air Quality

ARTICLE I

- Noise
 - Groundwater Resources
 - Surface Water Resources
 - Chloride Loading
 - Nutrient Loading (TN, TP & TSS)
 - Floodplains
 - Wetlands
 - Wetland Mitigation
 - Wildlife/Vegetation/Fisheries
 - Threatened or Endangered Species
 - Parks/Recreation/Conservation Lands
 - Cultural Resources (Architectural & Archeology)
 - Hazardous Materials
 - Visual Resources
 - Environmental Justice (provided by the DEPARTMENT)
 - Indirect and Cumulative Impacts
 - Construction Impacts
 - Summary of Impacts
 - Environmental Commitments
- g. Section 4(f)
- If necessary, resulting from the FHWA involvement in the project, the CONSULTANT will prepare a Section 4(f) evaluation that complies with applicable guidance and regulations of the Section 4(f) of the Department of Transportation Act, 23 CFR 774, FHWA's *Section 4(f) Policy Paper*, and other resources as appropriate. The evaluation will include: a description of Section 4(f) resources; a description of any project "use" of the resources; an alternatives analysis, including a least overall harm analysis; measures to minimize harm; coordination activities with the NH SHPO; and conclusions.
- h. Section 6(f)
- Section 6(f) properties will be identified, and potential impacts to 6(f) properties will be quantified. Coordination for use of 6(f) properties will include one field meeting with the Department of Resources and Economic Development and additional coordination activities.

ARTICLE I

i. Draft Environmental Assessment

The Draft Environmental Assessment (EA) will document the resource impacts outlined in Section C.2.f above. The EA will incorporate, either directly or by reference, the alternatives analysis and conclusions reached and in the subsequent selection of a preferred alternative. The document will also identify which environmental permits are required, but the actual permit applications will not be prepared. Permit applications will be prepared during future final design work. The Section 4(f) evaluation, resource reports, agency correspondence, and public meeting summaries will be appended. An administrative Draft will be prepared for review by the DEPARTMENT and the lead Federal agency. After comments are addressed by the CONSULTANT, the Draft EA will be submitted to the DEPARTMENT, the lead Federal agency, and all other parties as directed, for review. Fifty printed copies and 50 CDs of the Draft EA will be provided by the CONSULTANT.

j. Final Environmental Assessment

Following review of the Draft EA and comments received at the Public Hearing, the CONSULTANT will meet with the DEPARTMENT and the lead Federal agency to go over comments. The CONSULTANT will then revise and resubmit the document. It is anticipated one review will be necessary. Twenty-five printed copies of the Final EA will be provided to the DEPARTMENT as well as 50 CDs of the document.

k. Finding of No Significant Impact (FONSI)

Following approval of the Final EA, the CONSULTANT will assist the DEPARTMENT and lead Federal agency in preparation of the project FONSI.

3. Public Participation

The CONSULTANT shall support a dynamic public-participation process that enhances the DEPARTMENT'S "Public Involvement Process for New Hampshire Transportation Improvement Projects". The CONSULTANT shall prepare presentation graphics, handouts and support displays, be available to make presentations and draft meeting minutes. Specific tasks are:

a. Prepare a Public Involvement Plan

The CONSULTANT will prepare a Public Involvement Plan outlining all elements of the tasks listed below. The plan will include a detailed schedule of all activities.

b. Public Officials Meetings

Four (4) Public Officials meetings will be held to inform elected officials of important project developments. The meeting venues will likely alternate among the three affected

ARTICLE I

communities. The CONSULTANT will assist the DEPARTMENT with the presentations at these meetings. It is anticipated the CONSULTANT will also assist the DEPARTMENT with Local Meetings as needed to brief elected officials (e.g., City and Town Councils, Selectmen, Planning Boards, Conservation Commissions, RPCs, etc.). Six (6) Local Meetings are included in this scope. The CONSULTANT will assist the DEPARTMENT in the preparation of project material for presentation, and will attend these meetings to assist with the presentation and to document the proceedings.

c. Public Informational Meetings

Six (6) Public Informational Meetings will be held to involve the public and other interested parties (including any Section 106 Consulting Parties) in the project development process. The first Public Informational Meeting will take place early in Part A to discuss the possible range of design alternatives, while the second Public Informational Meeting will focus on the preferred alternative and will occur during the NEPA process prior to finalizing the Draft Environmental Assessment. The CONSULTANT will assist the DEPARTMENT in the preparation of project material for presentation, and will attend these meetings to assist with the presentation and to document the proceedings.

d. Project Website

The CONSULTANT will create and maintain a project website in accordance with the DEPARTMENT's internet protocols. The website will provide project information and updates including project plans, meeting minutes, points of contact, project newsletters, meeting schedules, and other key project information. The website will include links to common social media sites such as Facebook, Twitter, and YouTube, as well as allow for email correspondence.

e. Project Newsletter

The Consultant will prepare up to two project newsletters that will be posted on the project website and will also be mailed to key stakeholders, project abutters, resource agencies, Consulting parties, special interest groups, and others as determined by the DEPARTMENT.

f. Public Hearing

A formal Public Hearing will be held at the end of Part A for layout approval of the preferred alternative and environmental document to include the existing metes and bounds property boundary information. A presentation will be given and graphics displayed for public viewing before and after the meeting. The CONSULTANT will

ARTICLE I

prepare all graphics and meeting materials, and will assist with presentations as needed. The CONSULTANT will also assist the DEPARTMENT in addressing comments received through the public hearing process.

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. All existing survey data via mutually acceptable electronic format, field notes, and note reductions in the format outlined in the current DEPARTMENT CAD/D Procedures and Requirements. Electronic topographical mapping shall be provided along with any pertinent electronic supporting information (ASCII point file, SDR data files, etc.).
 - b. Electronic survey-data-file notes (meaning an unprocessed, survey-data dump) of all additional surveys requested by any party during the design process. The CONSULTANT shall be responsible for the reduction, editing, and incorporation of this data into the ground-terrain model and the plans. This data will be provided in a mutually acceptable electronic format. Upon completion, the CONSULTANT shall confirm that the survey is correct by conducting appropriate field inspections.
 - c. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the topographical mapping shall be the responsibility of the CONSULTANT.
 - d. 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.
 - e. Electronic drawings in MicroStation format of the existing underground 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 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.

ARTICLE I

2. Prints of the following information:
 - a. Any information outlined in Article I.D.1.a thru f. 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 (Section C.1.c.) (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. Existing typical roadway cross-section data.
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. Crash data within the study area, as needed.
8. Additional traffic count data as determined by the CONSULTANT.
9. Ground survey, as needed, within the study area to supplement the digital surface model. The CONSULTANT will process the raw survey data and incorporate into the digital surface model.
10. 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 in order 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. The reporting system shall address costs and staff hours broken out by category of work tasks as outlined in the

ARTICLE I

CONSULTANT'S fee proposal. 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 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 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.

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 March 31, 2019.

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 (except as otherwise herein provided) 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. A list of those personnel working on the project with their classifications and current salary rates shall be submitted to the DEPARTMENT for approval. The rates of any additional personnel working on the project, if any, shall require written approval of the DEPARTMENT prior to working on the project. The CONSULTANT shall submit classifications and rates for any additional personnel a minimum of 14 days prior to using the additional personnel.

**In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$50.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services. In the event the DEPARTMENT modifies its maximum allowable direct-labor rate policy during the course of the contract, the DEPARTMENT, at its discretion, can allow the modified maximum direct-labor rate.*

2. Costs which are directly applicable to the salaries, salary burden, and direct and indirect costs, including administration costs. These costs may be applied to only straight time salary extensions where overtime is employed. These amounts shall be based on actual costs to the CONSULTANT for such items during the period of the AGREEMENT and those allowable in accordance with the applicable cost principles contained in Federal Acquisition Regulations Subpart 31.2 and Subpart 31.105. Further, any overtime required for this project shall have the prior written approval of the DEPARTMENT.
3. A fixed fee amount as shown in Article II, Section B for profit and non-reimbursed costs.
4. Reimbursement for direct expenses, including work performed by other parties, such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41

ARTICLE II

CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in the following paragraph and in Article II, Section C.1. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

The total amount to be paid under this AGREEMENT shall not exceed \$2,114,730.22, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of August 7, 2015), except by agreement of all parties made after supplemental negotiations. 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; 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.

All salaries and increases thereof paid to technical or other employees assigned to this project shall be the result of a company-wide evaluation of all employees and shall not be restricted to employees assigned to this project.

If, in the opinion of the DEPARTMENT, any salary or increase thereof of engineering or technical personnel assigned to this project is unreasonable, it shall notify the CONSULTANT of its opinion with regard thereto and request the CONSULTANT to justify said salary or increase thereof. In the event that the CONSULTANT furnishes justification satisfactory to the DEPARTMENT for said salary or increase thereof, then such salary or increase thereof shall be approved as a payroll expense.

The DEPARTMENT shall have the right to exercise the power of review and approval of salary increases thereof, for a period of thirty (30) days after the submission of a monthly invoice by the CONSULTANT. Unless the DEPARTMENT notifies the CONSULTANT in writing during the thirty-day period that such salary increase thereof is, in its opinion, unreasonable, such lack of notice shall constitute approval of said salary increase thereof from the first day of the preceding month.

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

ARTICLE II

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 contract period and for three (3) years from the date of final voucher payment for examination by the STATE and copies thereof shall be furnished if requested.

B. SUMMARY OF FEES

The STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation the following:

- a. Actual CONSULTANT'S salaries*, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead, the sum of which is estimated at \$838,641.46. For billing purposes, salary burden and overhead costs are currently estimated at 160.92% of actual salaries.
- b. A fixed fee to cover profit and non-reimbursed costs at \$83,864.15.
- c. Reimbursement for direct, out-of-pocket expenses estimated at \$50,982.50.
- d. Reimbursement for actual cost* of subconsultants estimated as follows:
 - McFarland-Johnson, Inc. \$851,922.15.
 - Preservation Company \$19,350.23.
 - Independent Archaeological Consulting, LLC \$50,697.66.
 - Applied Economic Research \$54,426.38.
 - RSG, Inc. \$147,643.19
 - Resilience Planning & Design, LLC \$17,202.50

NOTE: See Article IV.G – SUBLETTING for subconsultant Professional Liability Insurance information.

The actual amount payable under each category (a), (c) and (d) is only estimated and shall be changed only upon mutual agreement of the DEPARTMENT and CONSULTANT.

*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$50.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

C. LIMITATION OF COSTS

- 1. Costs incurred against this AGREEMENT shall not exceed \$2,114,730.22 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 cost set forth under Article II, Section A, and the CONSULTANT agrees to use his best efforts to perform the work

ARTICLE II

specified in the AGREEMENT and all obligations under this contract within such limiting amount.

3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.
4. Change orders issued under this contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

D. PAYMENTS

Payments on account of services rendered under this AGREEMENT shall be made as follows:

1. Monthly payments on account may be made upon written request of the CONSULTANT. Detailed vouchers shall include certification of manhours of effort by employee classification and actual salaries and other costs incurred accompanied by satisfactory evidence of work performed during the period. Actual salaries paid and percentage factor shown in Article II, Section B, part (a) as well as for all approved subconsultants, including those listed in part (d) of Section B, shall be used until such time as true costs of salary burden and overhead are fixed by audit. At that time, payments shall be adjusted to agree with the percentage factors as determined by audit for the period in which the work was performed, as approved by the DEPARTMENT. The fixed fee shall be invoiced during the billing period based upon the overall percent complete of the project's scope of work as approved by the DEPARTMENT.
2. The CONSULTANT shall submit a final voucher upon completion of services required by this AGREEMENT, which includes any unbilled portion of the allowable costs or fixed fee and adjustments, if necessary, for audited actual costs and deliver all required plans, documents and records.

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 11 King Court, Keene, 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

ARTICLE IV

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

It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, 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,

ARTICLE IV

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 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 B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

ARTICLE IV

CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on 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, 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 \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. 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

ARTICLE IV

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

J. CONTRACTUAL RELATIONS

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

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

3. Insurance

a. Required Coverage

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

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,

ARTICLE IV

death, or property damage, in policy amounts of not less than \$500,000 combined single limit; and

3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

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

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

ARTICLE IV

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

ARTICLE IV

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

- (5) 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.

ARTICLE IV

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

ARTICLE IV

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

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.

CHIA Consulting, Inc.
(Company)

By: _____

General Counsel & Exec. Vice President
(Title)

Date: January 21, 2016

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.

January 21, 2016

(Date)

A handwritten signature in black ink, appearing to read "Michael C. ...", written over a horizontal line.

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the General Counsel and Executive Vice President and duly-authorized representative of the firm of CHA CONSULTING, 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 ineligibility 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.

January 21, 2016
(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):

1/27/16
(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: Mu CPA

Nikki C. Pappas

Dated: January 21, 2016

CONSULTANT

By: [Signature]

General Counsel - EVP
(TITLE)

Dated: January 21, 2016

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: 1/27/16

THE STATE OF NEW HAMPSHIRE

By: [Signature]

[Signature] DOT COMMISSIONER

Dated: 1/27/16

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: 2/1/16

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

CERTIFICATE OF AUTHORITY/VOTE

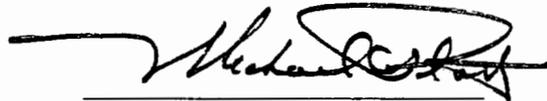
I, Michael A. Platt, Secretary of CHA Consulting, Inc., a corporation organized and existing under the laws of the State of New York, hereby certify that the following resolution was duly adopted by the Board of Directors of said corporation, at a meeting duly held on the 17thth day of December, 2015.

RESOLVED, that each of the officers of the corporation named below individually is hereby authorized to negotiate, make, execute and approve on behalf of this corporation, and to bind the corporation with respect to, any and all contracts and other business transactions, and all amendments, statements, certifications and other documents required in connection with such contracts or transactions or otherwise related thereto, including that certain contract for the preliminary design for the widening of approximately twelve (12) miles of the F.E. Everett Turnpike beginning north of Exit 8 (Somerset Parkway) in the City of Nashua and continuing northerly through Interstate 293/NH Route 101 interchange in the Town of Bedford, Contract No. 13761.

<u>Authorized Signatories</u>	<u>Title</u>
Michael D. Carroll	President and Chief Executive Officer
Dom M. Bernardo	Chief Financial Officer and Executive Vice President
Michael A. Platt	General Counsel and Executive Vice President
Richard M. Loewenstein, Jr.	Senior Vice President
Thomas P. Karis	Senior Vice President

AND I DO FURTHER CERTIFY that the resolution set forth above has not been in any way altered, amended, revoked, or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand this 21st day of January, 2016.



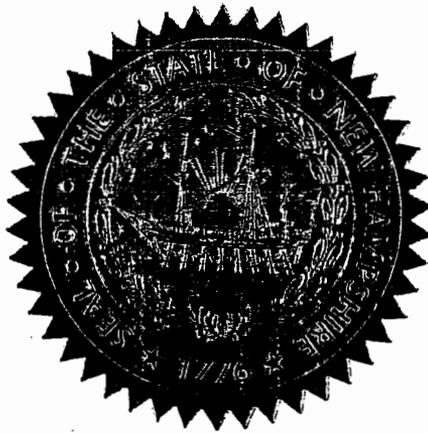
Michael A. Platt
Secretary

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHA Consulting, Inc. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on June 9, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of January, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

