



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Handwritten initials and number 30

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Environment
October 3, 2017

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Vanasse Hangen Brustlin, Inc., Bedford, NH, Vendor #174584, for an amount not to exceed \$400,000.00, for water quality related engineering services for various projects located throughout the State, effective upon Governor and Council approval through December 31, 2020.

Funds to support this request are available in the following account in State Fiscal Years 2018 and 2019 and are contingent upon the availability and continued appropriation of funds in FY2020 and FY 2021, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

Table with 5 columns: Account Number, FY 2018, FY 2019, FY 2020, FY 2021. Rows include Consolidated Federal Aid and Gen Consultants Non-Benefit.

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

EXPLANATION

The Department requires on-call engineering and technical consulting services to prepare Stormwater Pollution Prevention Plans and conduct water quality monitoring, inspections and/or related technical or engineering services for the assessment and abatement of water quality and sediment erosion for various transportation-related projects and facilities located throughout the State.

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for a Statewide On-Call Water Quality Services contract. The assignment was listed as a 'Project Soliciting for Interest' on the Department's website on February 10, 2017, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on March 23, 2017 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on April 17, 2017 through a technical 'Request For Proposal' (RFP). Committee members individually rated the firms' technical proposals on May 25, 2017 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, 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 the Assistant Commissioner's approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of eleven (11) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm

Office Location

|  |                       |
|--|-----------------------|
| Aries Engineering, Inc.                  | Concord, NH           |
| <b>Comprehensive Environmental, Inc.</b> | <b>Merrimack, NH</b>  |
| GZA GeoEnvironmental, Inc.               | Bedford, NH           |
| McFarland-Johnson, Inc.                  | Concord, NH           |
| Normandeau Associates, Inc.              | Bedford, NH           |
| Pathways Consulting, Inc.                | Lebanon, NH           |
| Sanborn, Head & Associates, Inc.         | Concord, NH           |
| Stantec Consulting Services, Inc.        | Bedford, NH           |
| TRC Companies, Inc.                      | Manchester, NH        |
| <b>Vanasse Hangen Brustlin, Inc.</b>     | <b>Bedford, NH</b>    |
| <b>Weston &amp; Sampson</b>              | <b>Portsmouth, NH</b> |

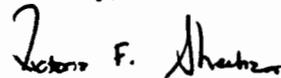
The firm of Vanasse Hangen Brustlin, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services in previous similar contracts with the Department. Background information on this firm is attached.

Vanasse Hangen Brustlin, Inc. has agreed to furnish the on-call services for an amount not to exceed \$400,000.00. The cost for individual Task Orders assigned under this contract will be negotiated, and use a modified cost plus fixed fee or lump sum method of compensation, and will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Water Quality Services 41454) 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 is 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: Statewide Water Quality Services**

**DESCRIPTION:** One (1) Statewide On-Call Agreement, anticipated at \$400,000 over a three-year term, is needed to conduct transportation-related water quality analyses for Department projects/programs at various locations throughout the State. Typical assignments may include, but are not limited to, the following tasks: Assessment of water quality for development of NEPA documents; Assessment of water quality for compliance with the new NPDES Small Municipal Separate Storm Sewer System (MS4) Permit; Development of water quality treatment plans for the MS4 Permit; Utilization of Geographic Information Systems (GIS), including ArcMap, ArcGIS, and ArcGIS Online), as well as other related applications, in performance of this scope of work; Design of project-specific water quality treatment features; Development of Stormwater Pollution Prevention Plans (SWPPP) for compliance with the NPDES Construction General Permit; Monitoring of Best Management Practices (BMP); Monitoring and analysis of Waters of the United States and discharges; Development of Quality Assurance Project Plans (QAPP); Monitoring water quality in accordance with a QAPP.

**Services Required: Water Quality, GIS, ENV, HYD, RDWY**

**SUMMARY**

|                                   |   |   |   |   |   |   |  |    |
|-----------------------------------|---|---|---|---|---|---|--|----|
| Comprehensive Environmental, Inc. | 1 | 2 | 2 | 2 | 2 | 3 |  | 12 |
| Vanasse Hangen Brustlin, Inc.     | 2 | 1 | 1 | 1 | 1 | 1 |  | 7  |
| Weston & Sampson Engineers, Inc.  | 3 | 3 | 3 | 3 | 3 | 2 |  | 17 |

**EVALUATION OF TECHNICAL PROPOSALS**

| Rating Considerations                        | WEIGHT      | Scoring of Firms                  |                               |                                  |
|--|-------------|-----------------------------------|-------------------------------|----------------------------------|
|  |             | Comprehensive Environmental, Inc. | Vanasse Hangen Brustlin, Inc. | Weston & Sampson Engineers, Inc. |
| Comprehension of the Assignment              | 20%         | 19                                | 19                            | 18                               |
| Clarity of the Proposal                      | 20%         | 19                                | 19                            | 19                               |
| Capacity to Perform in a Timely Manner       | 20%         | 19                                | 19                            | 19                               |
| Quality & Experience of Project Manager/Team | 20%         | 19                                | 19                            | 18                               |
| Previous Performance                         | 10%         | 9                                 | 9                             | 8                                |
| Overall Suitability for the Assignment       | 10%         | 9                                 | 8                             | 8                                |
| <b>Total</b>                                 | <b>100%</b> | <b>94</b>                         | <b>93</b>                     | <b>90</b>                        |

Ranking of Firms: 1. Comprehensive Environmental Inc  
2. Vanasse Hangen Brustlin Inc  
3. Weston & Sampson Engin. Inc

| Rating Considerations                        | WEIGHT      | Scoring of Firms                  |                               |                                  |
|--|-------------|-----------------------------------|-------------------------------|----------------------------------|
|  |             | Comprehensive Environmental, Inc. | Vanasse Hangen Brustlin, Inc. | Weston & Sampson Engineers, Inc. |
| Comprehension of the Assignment              | 20%         | 16                                | 18                            | 18                               |
| Clarity of the Proposal                      | 20%         | 17                                | 18                            | 15                               |
| Capacity to Perform in a Timely Manner       | 20%         | 17                                | 18                            | 16                               |
| Quality & Experience of Project Manager/Team | 20%         | 17                                | 18                            | 16                               |
| Previous Performance                         | 10%         | 7                                 | 9                             | 7                                |
| Overall Suitability for the Assignment       | 10%         | 8                                 | 9                             | 7                                |
| <b>Total</b>                                 | <b>100%</b> | <b>82</b>                         | <b>90</b>                     | <b>79</b>                        |

Ranking of Firms: 1. VHB  
2. CEI  
3. W&S

**EVALUATION OF TECHNICAL PROPOSALS (continued)**

| Rating Considerations                        | Scoring of Firms           |                                   |                               |                                  |
|--|----------------------------|-----------------------------------|-------------------------------|----------------------------------|
|  | W<br>E<br>I<br>G<br>H<br>T | Comprehensive Environmental, Inc. | Vanasse Hangen Brustlin, Inc. | Weston & Sampson Engineers, Inc. |
| Comprehension of the Assignment              | 20%                        | 19                                | 19                            | 18                               |
| Clarity of the Proposal                      | 20%                        | 19                                | 19                            | 18                               |
| Capacity to Perform in a Timely Manner       | 20%                        | 19                                | 19                            | 18                               |
| Quality & Experience of Project Manager/Team | 20%                        | 19                                | 19                            | 9                                |
| Previous Performance                         | 10%                        | 9                                 | 10                            | 8                                |
| Overall Suitability for the Assignment       | 10%                        | 9                                 | 9                             | 8                                |
| <b>Total</b>                                 | <b>100%</b>                | <b>94</b>                         | <b>95</b>                     | <b>89</b>                        |

- Ranking of Firms:
1. VHB
  2. CEI
  3. W+S

| Rating Considerations                        | Scoring of Firms           |                                   |                               |                                  |
|--|----------------------------|-----------------------------------|-------------------------------|----------------------------------|
|  | W<br>E<br>I<br>G<br>H<br>T | Comprehensive Environmental, Inc. | Vanasse Hangen Brustlin, Inc. | Weston & Sampson Engineers, Inc. |
| Comprehension of the Assignment              | 20%                        | 19                                | 20                            | 18                               |
| Clarity of the Proposal                      | 20%                        | 19                                | 19                            | 18                               |
| Capacity to Perform in a Timely Manner       | 20%                        | 20                                | 19                            | 19                               |
| Quality & Experience of Project Manager/Team | 20%                        | 18                                | 19                            | 18                               |
| Previous Performance                         | 10%                        | 9                                 | 10                            | 8                                |
| Overall Suitability for the Assignment       | 10%                        | 9                                 | 9                             | 8                                |
| <b>Total</b>                                 | <b>100%</b>                | <b>94</b>                         | <b>96</b>                     | <b>89</b>                        |

- Ranking of Firms:
1. VHB
  2. CEI
  3. W+S

| Rating Considerations                        | Scoring of Firms           |                                   |                               |                                  |
|--|----------------------------|-----------------------------------|-------------------------------|----------------------------------|
|  | W<br>E<br>I<br>G<br>H<br>T | Comprehensive Environmental, Inc. | Vanasse Hangen Brustlin, Inc. | Weston & Sampson Engineers, Inc. |
| Comprehension of the Assignment              | 20%                        | 19                                | 18                            | 17                               |
| Clarity of the Proposal                      | 20%                        | 19                                | 19                            | 18                               |
| Capacity to Perform in a Timely Manner       | 20%                        | 18                                | 19                            | 17                               |
| Quality & Experience of Project Manager/Team | 20%                        | 18                                | 19                            | 16                               |
| Previous Performance                         | 10%                        | 8                                 | 9                             | 8                                |
| Overall Suitability for the Assignment       | 10%                        | 10                                | 9                             | 8                                |
| <b>Total</b>                                 | <b>100%</b>                | <b>92</b>                         | <b>93</b>                     | <b>84</b>                        |

- Ranking of Firms:
1. VHB
  2. CEI
  3. W+S

| Rating Considerations                        | Scoring of Firms           |                                   |                               |                                  |
|--|----------------------------|-----------------------------------|-------------------------------|----------------------------------|
|  | W<br>E<br>I<br>G<br>H<br>T | Comprehensive Environmental, Inc. | Vanasse Hangen Brustlin, Inc. | Weston & Sampson Engineers, Inc. |
| Comprehension of the Assignment              | 20%                        | 17                                | 18                            | 19                               |
| Clarity of the Proposal                      | 20%                        | 17                                | 18                            | 19                               |
| Capacity to Perform in a Timely Manner       | 20%                        | 18                                | 19                            | 18                               |
| Quality & Experience of Project Manager/Team | 20%                        | 18                                | 20                            | 18                               |
| Previous Performance                         | 10%                        | 8                                 | 10                            | 8                                |
| Overall Suitability for the Assignment       | 10%                        | 9                                 | 10                            | 9                                |
| <b>Total</b>                                 | <b>100%</b>                | <b>87</b>                         | <b>95</b>                     | <b>91</b>                        |

- Ranking of Firms:
1. VHB
  2. WESTON + SAMPSON
  3. CEI

# ARCHITECT – ENGINEER QUALIFICATIONS

PROSOLICITATION NUMBER (If any)  
 NHDOT Procurement's 330 Part III

## PART II – GENERAL QUALIFICATIONS

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

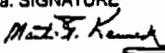
|   |  |                            |   |                                |
|---|--|----------------------------|---|--------------------------------|
| 2a. FIRM (OR BRANCH OFFICE) NAME<br>Vanasse Hangen Brustlin, Inc. (VHB) / Bedford   |  |                            | 3. YEAR ESTABLISHED<br>1987   | 4. DUNS NUMBER<br>61-521-0440  |
| 2b. STREET<br>2 Bedford Farms Drive, Suite 200  |  |                            | 5. OWNERSHIP  |                                |
| 2c. CITY<br>Bedford   | 2d. STATE<br>NH                        | 2e. ZIP CODE<br>03110-6532 | a. TYPE<br>Corporation  |                                |
| 6a. POINT OF CONTACT NAME AND TITLE<br>Martin F. Kennedy, PE, Senior Principal, Managing Director   |  |                            | b. SMALL BUSINESS STATUS N/A  |                                |
| 6b. TELEPHONE NUMBER<br>(603) 391-3900  | 6c. E-MAIL ADDRESS<br>mkennedy@vhb.com |                            | 7. NAME OF FIRM (If block 2a is a branch office)<br>Vanasse Hangen Brustlin, Inc. (VHB) |                                |
| 8a. FORMER FIRM NAME(S) (If any)<br>Vanasse/Hangen Design, Inc., 1978<br>Vanasse/Hangen Associaes, Inc. 1979<br>Vanasse/Hangen Engineering, Inc. 1986 |  |                            | 8b. YR. ESTABLISHED<br>1979   | 8c. DUNS NUMBER<br>09-587-4384 |
| Vanasse/Hangen, Inc. 1986<br>Vanasse Hangen Brustlin, Inc. 1989   |  |                            |   |                                |

| 9. EMPLOYEES BY DISCIPLINE |  |                     |            | 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS |  |                                     |
|----------------------------|--|---------------------|------------|--|--|-------------------------------------|
| a. Function Code           | b. Discipline                            | c. No. of Employees |            | a. Profile Code  | b. Experience  | c. Revenue Index Number (see below) |
|                            |  | (1) FIRM            | (2) BRANCH |  |  |                                     |
| 02                         | Administrative                           | 160                 | 5          | B02  | Bridges  | 6                                   |
| 08                         | CADD Technician                          | 44                  | 3          | C15  | Construction Management  | 5                                   |
| 12                         | Civil Engineer                           | 202                 | 7          | E09  | Environmental Impact Studies, Assessments or Statements                            | 7                                   |
| 13                         | Communications Engineer                  | 9                   | 3          | G04  | Geographic Information System Services: Development, Analysis, and Data Collection | 6                                   |
| 23                         | Environmental Engineer                   | 9                   | 1          | H07  | Highways: Streets; Airfield Paving; Parking Lots                                   | 8                                   |
| 24                         | Environmental Scientist                  | 94                  | 5          | L02  | Land Surveying   | 6                                   |
| 29                         | Geographic Information System Specialist | 30                  | 4          | R04  | Recreation Facilities (Parks, Marinas, Etc.)                                       | 6                                   |
| 38                         | Land Surveyor                            | 60                  | 4          | R06  | Rehabilitation (Buildings; Structures; Facilities)                                 | 5                                   |
| 39                         | Landscape Architect                      | 14                  | 1          | T03  | Traffic & Transportation Engineering   | 8                                   |
| 57                         | Structural Engineer                      | 46                  | 6          |  |  |                                     |
| 58                         | Technician/Analyst                       | 78                  | 1          |  |  |                                     |
| 60                         | Transportation Engineer                  | 254                 | 17         |  |  |                                     |
| 64                         | Information Technology                   | 27                  | 3          |  |  |                                     |
|                            | Other                                    | 237                 | 0          |  |  |                                     |
|                            | <b>Total</b>                             | <b>1264</b>         | <b>60</b>  |  | Other  | <b>10</b>                           |

|   |    |  |   |  |   |
|---|----|--|---|--|---|
| 11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE OF FIRM FOR LAST 3 YEARS<br>(Insert revenue index number shown at right) |    | PROFESSIONAL SERVICES REVENUE INDEX NUMBER |   |  |   |
| a. Federal Work   | 7  | 1. Less than \$100,000                     | 6. \$2 million to less than \$5 million   | 7. \$5 million to less than \$10 million | 8. \$10 million to less than \$25 million |
| b. Non-Federal Work   | 10 | 2. \$100,000 to less than \$250,000        | 9. \$25 million to less than \$50 million | 10. \$50 million or greater              |   |
| c. Total Work   | 10 | 3. \$250,000 to less than \$500,000        |   |  |   |
|   |    | 4. \$500,000 to less than \$1 million      |   |  |   |
|   |    | 5. \$1 million to less than \$2 million    |   |  |   |

### 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

|   |                              |
|---|------------------------------|
| a. SIGNATURE<br> | b. DATE<br>December 19, 2016 |
|---|------------------------------|

|  |
|--|
| c. NAME AND TITLE<br>Martin F. Kennedy, PE   Senior Principal, Managing Director |
|--|

**NHDOT, I-93 Widening Project, Water Quality Impact Analysis, Salem to Manchester, NH**

Bill conducted a water quality impact analysis in support of an EIS to assess and describe the potential impacts to surface water and groundwater resources in the project area related to highway construction and the increased pavement area. The analysis evaluated various drainage design options and best management practices including runoff diversion, grassed swales, and extended detention basins for enhanced water quality protection. Extensive resource agency consultation was required to address potential road salt impacts in areas streams and rivers. VHB conducted an extensive sampling effort in cooperation with the NHDES and the US EPA - New England to document existing chloride concentrations in streams.

**On-Call Stormwater Engineering Services, Rochester, NH**

As part of a larger project team, Bill assisted the City in assessing its municipal MS4 permitting compliance status and estimating its future budgetary, equipment and personnel needs to comply with the next MS4 Permit. Bill also assisted in updating the City's Stormwater Management Ordinance and helped developed a preliminary NCP to identify the potential nonpoint source and regulated stormwater controls to reduce nitrogen discharges to the Great Bay Estuary. This plan outlines feasible and cost effective BMPs that can be incorporated into the City's CIP to achieve long-term nutrient load reductions from key priority areas.

**NHDOT, I-93 Widening EIS, Corridor-wide Salt Use Efficiency Implementation Plan, Salem, NH**

Bill provided technical assistance to assess the effects of road salt use on the I-93 roadway on chloride concentrations and specific conductance levels in various streams within the project corridor. Based on the sampling results, VHB assisted in developing an I-93 Corridor-wide Salt Use Efficiency Implementation Plan to improve road salt efficiency and effectiveness and to address the requirements of the TMDL Study developed by NHDES. The implementation plan identified various efficiency measures and recent innovations to reduce their overall usage to meet the designated annual salt allocations consistent with the winter weather severity conditions of that particular year.

**MassDOT, Statewide Snow and Ice Control Environmental Planning and Status Report, Statewide, MA**

Bill has served as the Project Manager for a team tasked to evaluate the changes in annual road salt use relative to the severity of winter weather and assess the potential benefits of various tools and technologies in reducing salt usage. This project involves the development of a comprehensive report that describes the various practices used by MassDOT to enhance material usage efficiencies and to assess the potential environmental impacts associated with salt use. The Report is used to satisfy the Massachusetts Environmental Protection Act regulations and is subject to both regulatory agency and public review and comment.

**MassDOT, Impaired Water Program /Stormwater BMP Design/Pollutant Loading Assessment, Statewide, MA**

As a Senior Technical Advisor, Bill assisted in the development of a study design, field investigation protocols, and quality assurance review for various watershed pollutant loading assessments as part of the MassDOT on-call Impaired Waters Program. The program focused on reducing MassDOT's pollutant loading contribution to impaired water bodies through stormwater engineering/design, permitting and environmental monitoring and pollutant load modeling to achieve compliance with its US EPA MS4 General Permit for Stormwater Discharges. VHB performed a screening analysis to prioritize key roadway sections throughout the state and developed innovative stormwater BMP designs for multiple locations.

## William R. Arcieri, CPESC, CPSWQ

Project Manager



### Education

Ph.D. in Water Resources Engineering  
Cornell University, 1997

M.S. in Civil Engineering  
Cornell University, 1992

### Registrations/Certifications

Certified Professional Engineer in  
Environmental Engineering

Certified Professional in Stormwater  
Management

### Affiliations/Memberships

Association of Stormwater and  
Watershed Professionals

New Hampshire Stormwater  
Watershed Council

Bill is a Senior Water Resource Scientist in VHB's Environmental Services Group with extensive experience in water resource protection and water quality impact investigations. He specializes in stormwater management, developing nonpoint source pollution control strategies, coordinating sampling studies, permit negotiations, performing pollutant loading models and in the design of stormwater treatment BMPs. He has authored numerous project-specific environmental documents and watershed management plans that characterized the effects of various land use activities on water quality and quantity. He has also prepared numerous SWPPPs for various industrial, municipal and construction related activities. He is actively involved in providing technical assistance to both state and local regulatory agencies in updating design guidelines for stormwater treatment BMPs.

*30 years of professional experience*

### **NHDOT, Dinsmore Brook Sampling and Chloride Water Quality Standard Analysis, Windham, NH**

As part of a statewide water quality on-call contract with the NHDOT, Bill had a lead role in developing a detailed sampling plan, overseeing water quality sampling activities and proposing site-specific water quality standards for chloride while accounting for the buffering effects of hardness and sulfate ions. The proposed site-specific methodology was similar to that used in the State of Idaho that demonstrated that increasing levels of sulfate and hardness diminish the deleterious effects of chloride on aquatic life.

### **NHDOT, Stormwater BMP Inspection and Maintenance Manual and BMP Inspection Tracking System, Statewide, NH**

VHB developed NHDOT's first Salt Minimization Plan as well as a Stormwater BMP Inspection and Maintenance Manual and provided employee training to assist NHDOT personnel in inspecting their stormwater BMPs for surface water protection and comply with the federal MS4 Permit. The inspection checklist is set up to collect data electronically using ESRI mobile data collection tools which can be incorporated into a geodatabase for easier tracking and reporting of BMP conditions and maintenance needs.

### **NHDOT, Final Design of the Spaulding Turnpike and Little Bay Bridges, Pollutant Loading Analysis, Newington to Dover, NH**

As part of an EIS, Bill had a lead role in assessing the potential impacts to surface water and groundwater resources associated with the proposed upgrade of a 3.5-mile section of the Spaulding Turnpike. Primary concerns included stormwater quality, marine habitat, erosion control and worsening water quality in streams listed as impaired. He conducted pollutant loading analyses to estimate the potential pollutant contributions to the Great Bay Estuary and to determine the number and type of stormwater treatment BMPs required to meet the 401 Water Quality Certification requirements. The various BMPs included in the project design include subsurface gravel wetlands, wet extended detention basins and infiltration basins. A project-wide Stormwater BMP Inspection and Maintenance Manual was also developed for the project including a training workshop for District personnel.

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**ATTACHMENTS**

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AGREEMENT  
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 9 day of Oct. in the year 2017 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Vanasse Hangen Brustlin, Inc., with principal place of business at 101 Walnut Street, in the City of Watertown, Commonwealth of Massachusetts, and New Hampshire local office at 2 Bedford Farms Drive, Suite 200 in the Town of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical services to provide water quality services for various transportation-related projects and facilities located throughout the STATE. These services are outlined in the CONSULTANT'S technical proposal dated May 15, 2017 and fee proposal dated July 25, 2017 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. DESCRIPTION OF SERVICES**

The types of services required under the terms of this AGREEMENT shall generally include, but are not necessarily limited to preparing Stormwater Pollution Prevention Plans, water quality monitoring, inspections and/or related technical or engineering services for the assessment and abatement of water quality and sediment erosion for various highway projects and facilities located throughout the State.

#### **B. SCOPE OF WORK**

##### **Development of Stormwater Pollution Prevention Plans (SWPPP)**

This task involves drafting SWPPPs for individual construction projects that are compliant with the NPDES Construction General Permit administered by the EPA.

The CONSULTANT shall:

- Be competent in aspects of design and implementation of Erosion and Sediment Control (ESC).
- Integrate existing site conditions, proposed work and construction sequencing within the SWPPP.
- Modify the SWPPP in accordance with The Environmental Protection Agency, NH Wetland Bureau or the DEPARTMENT input.
- Transmit SWPPP in .PDF format to the DEPARTMENT.
- Have the ability to produce 34" x 22" plan sheets.

##### **Monitoring of Best Management Practices (BMP) specified in the SWPPPs**

This task involves field personnel inspecting construction sites

The CONSULTANT shall:

- Be able communicate effectively to manage all aspects of ESC.
- Review, document and amend the SWPPP.
- Oversee remedial actions.
- Be available to respond immediately.
- Coordinate actions to ensure the work is being performed in accordance with the SWPPP.
- Have internet access for weather information.

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### **Monitoring of water quality to ensure the BMPs are functioning correctly**

This task involves field personnel testing stormwater entering and leaving construction sites.

The CONSULTANT shall:

- Perform, as necessary, tasks to determine if water quality standards are being met.
- Perform inspection to determine the source of any water quality violations.
- Recommend corrective actions to ensure water quality violations are remedied.
- Remain on site until the water quality standards are met or are released by the DEPARTMENT.
- Transmit results via e-mail to the DEPARTMENT.

### **Development of Quality Assurance Project Plans (QAPP)**

This task involved the development of QAPP that describes the acquisition of environmental information whether generated from direct measurements activities, collected from other sources, or compiled from computerized databases and information systems.

The CONSULTANT shall:

- Provide a clear, concise, and complete plan for the environmental data operation that is acceptable to EPA, NH DES and the DEPARTMENT.
- Provide a plan that states objectives and identifies key project personnel.
- Follow guidance at <http://www.epa.gov/quality/qs-docs/g5-final.pdf>.
- Incorporate edits from EPA, NH DES and the DEPARTMENT in the QAPP.

### **Monitoring water quality in accordance with a QAPP**

This task may involve a QAPP developed by the CONSULTANT or others.

The CONSULTANT shall:

- Provide staff that are able to perform field sampling in various types of weather, and terrain.
- Comply with operating procedures of the DES Laboratory or other independent owned Laboratory.

### **Assessment of water quality for development of NEPA Environmental Documents**

This task may involve sampling water, assessing the data and summarizing results into a narrative to be inserted into an Environmental Document.

The CONSULTANT shall:

- Collect, analyze and interpret water samples and results.
- Be familiarly with the NEPA Process.
- Have the ability to recommend solutions to avoid, minimize or mitigate the effects from a proposed action to water resources.

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### **Assessment of water quality for compliance with the NPDES MS4 Permit**

This task involves actions in accordance with the STATE's permit with the EPA.

The CONSULTANT shall:

- Draft and modify the Annual Reports and Stormwater Management Plans.
- Conduct fieldwork to comply with the Illicit Discharge Detection and Elimination Program.
- Communicate the results to DES in a format appropriate with the needs of the Environmental Management Database at DES OneStop web page.
- Have the ability to view and edit ESRI Arcview files including cloud based data collection.

### **C. STAFFING**

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

### **D. QUALITY CONTROL**

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

### **E. TASK ORDERS**

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that may include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, specified accuracy requirements, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the

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number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

### **F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Appropriate maps, plans and reports, as available, for use by the CONSULTANT
2. Results from other investigations and studies

When necessary, a letter of introduction or right-of-entry permit, allowing access to the property and permission to perform testing and other necessary work.

### **G. WORK SCHEDULE AND PROGRESS REPORTS**

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

Following approval of the contract by the Governor and Council, the CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. Upon receipt of a Task Order Authorization To Proceed Letter, the CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

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

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

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

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### H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

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

### I. DELIVERABLES

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

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

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

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

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

- Word Processing: Microsoft Word 2010 or NHDOT compatible version
- Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version
- Databases: Microsoft Access 2003 or NHDOT compatible version

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

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

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

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

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

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

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

### **J. DATE OF COMPLETION**

The date of completion for the professional services rendered under this AGREEMENT is December 31, 2020 unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

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

ARTICLE II

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

**A. AGREEMENT GENERAL FEE**

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$400,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$400,000.00 total amount.)

**B. METHOD OF COMPENSATION FOR TASK ORDERS**

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

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

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

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

Labor Costs (Sum of negotiated hours x contract labor rates)  
+ Fixed Fee (negotiated amount)  
+ Direct Expenses (estimated amount)  
+ Subconsultant Costs (estimated amount or lump sum)  
= Task Order Cost

2. **Contract Labor Rates** – The contract labor rates will be the total hourly wage for each labor classification including overhead and annual contract adjustment rate (when applicable) as follows:

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

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)  
CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)\*

\*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates

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

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

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$60.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$60.00 per hour maximum direct labor rate translates to a \$154.76 per hour maximum contract labor rate.

### CONTRACT LABOR RATES (PER HOUR)

| <u>Classification</u>                  | <u>Base Period</u> | <u>Contract Period 2</u> | <u>Contract Period 3</u> |    |
|--|--------------------|--------------------------|--------------------------|----|
| Principal/QA-QC                        | \$154.76*          | \$154.76*                | \$154.76*                | \$ |
| Project Manager                        | \$119.03           | \$122.61                 | \$126.28                 | \$ |
| Sr. Water Resources Engineer/Scientist | \$138.25           | \$142.40                 | \$146.67                 | \$ |
| Project Engineer                       | \$114.62           | \$118.06                 | \$121.60                 | \$ |
| Water Resources Engineer/Scientist     | \$93.01            | \$95.80                  | \$98.67                  | \$ |
| Environmental Scientist                | \$63.67            | \$65.58                  | \$67.55                  | \$ |
| Cultural Resources Specialist          | \$80.86            | \$83.29                  | \$85.79                  | \$ |
| Sr. GIS Specialist                     | \$109.83           | \$113.12                 | \$116.52                 | \$ |
| GIS Technician                         | \$62.97            | \$64.86                  | \$66.80                  | \$ |
| Project Administrator                  | \$126.41           | \$130.20                 | \$134.11                 | \$ |
| Administrative Assistant               | \$62.06            | \$63.92                  | \$65.84                  | \$ |

\* Maximum contract labor rate allowed under this AGREEMENT.

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3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.00%.
4. **Overhead Factor** - The negotiated overhead factor (157.93%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** – Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

### **D. LUMP-SUM FORMAT**

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

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DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment.

### **E. SUBCONSULTANT SUPPORTING SERVICES**

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

### **F. INVOICING and PAYMENT**

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

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

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

### **G. RECORDS - REPORTS**

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

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

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

**ARTICLE III**

**ARTICLE III - GENERAL PROVISIONS**

**A. HEARINGS, ETC.**

(Not applicable to this AGREEMENT)

**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 of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

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

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

#### **C. EXTENT OF CONTRACT**

##### **1. Contingent Nature of AGREEMENT**

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

##### **2. Termination**

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work 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

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

### **D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS**

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

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

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to

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perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

### **E. ADDITIONAL SERVICES**

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

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

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

### **F. OWNERSHIP OF PLANS**

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

### **G. SUBLETTING**

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional

## ARTICLE IV

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 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

## ARTICLE IV

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, 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

## ARTICLE IV

AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

### 4. No Third-Party Rights

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

### 5. Construction of AGREEMENT

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

## **K. AGREEMENT MODIFICATION**

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

## **L. EXTENSION OF COMPLETION DATE(S)**

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

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

### **COMPLIANCE**

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

- (1) 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

## ARTICLE IV

procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any 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.

## ARTICLE IV

- (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.

### **N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT 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.

## ARTICLE IV

### **O. DOCUMENTATION**

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

### **P. CLEAN AIR AND WATER ACTS**

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

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.

VHB

(Company)

By: Mark Kennedy

SENIOR PRINCIPAL

(Title)

Date: 10/9/17

**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.

10/19/17

(Date)

Math F. Kennedy

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the SENIOR PRINCIPAL and duly-authorized representative of the firm of VHB, 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.

10/9/17  
(Date)

Mark F. Kennedy  
(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):

10/12/17  
(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: Leise Seniere

Dated: 10/9/17

CONSULTANT

By: Math F. Kennedy  
SENIOR PRINCIPAL  
(TITLE)

Dated: 10/9/17

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Stovin

Dated: 10/12/17

THE STATE OF NEW HAMPSHIRE

By: [Signature]  
Director of Project Development  
FOR DOT COMMISSIONER

Dated: 10/12/17

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: 10/23/17

By: [Signature]  
Assistant Attorney General

Secretary of State

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

Dated: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Secretary of State

***VANASSE HANGEN BRUSTLIN, INC.***

**Certificate of Vote**

**Statewide On-Call  
Water Quality Services  
41454**

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

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 25, 2017, at which a quorum of the Board was present and voting.

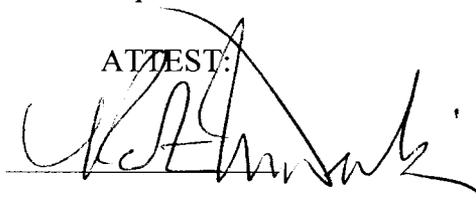
**VOTED:**

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

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Martin F. Kennedy is Senior Principal for this Corporation

Date: 10/9/2017

ATTEST:

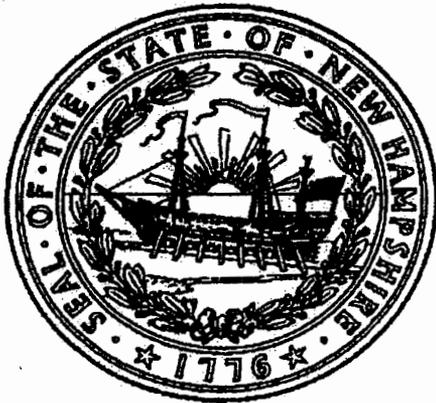


**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN BRUSTLIN, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 11, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 104275



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2017.

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

William M. Gardner  
Secretary of State



**NOTEPAD:**

HOLDER CODE **NHDOT-1**  
INSURED'S NAME **Vanasse Hangen Brustlin, Inc.;**

**VANAS-1**  
OP ID: **CL**

PAGE 2  
Date **10/10/2017**

RE: **Statewide On-Call Water Quality Service 41454**

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

