



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Handwritten number 103

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Aeronautics
July 23, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with McFarland-Johnson, Inc., Concord, NH, and Binghamton, NY, Vendor #164736, for a total amount not to exceed \$950,000.00, for on-call aviation planning, engineering, and technical support services for various aviation projects statewide, effective upon Governor and Council approval through August 1, 2018.

Funding is available as follows for FY 2014 and is contingent upon the availability and continued appropriation of funds in FY 2016 and FY 2017:

Table with 4 columns: Fund Number, FY 2014, FY 2016, FY 2017. Rows include FAA Projects and Bonded Expenses.

The FAA Projects Fund, AU 1789, is utilized at this time to encumber funds for this request. Actual funding sources will be determined within Fund 30 by each particular project incurring expenses as a result of this request.

EXPLANATION

The Department's Bureau of Aeronautics requires on-call aviation planning, engineering, and technical support services for various aviation projects located throughout the State. Anticipated service needs could consist of: (1) a continuation of the existing pavement maintenance program at the nine general-aviation airports in the NPIAS program, (2) update of New Hampshire State Aviation System Plan or portions thereof including public involvement processes, (3) update or development of the software for the state aviation system database, and/or (4) any additional federally funded aviation projects that may arise as a result of changes to NHDOT/Bureau of Aeronautics' project priorities and funding capabilities.

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 Statewide On-Call Aviation Planning and Engineering Services. The assignment was listed as a "Possible Action Project" on the Department's website on January 24, 2013, 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 February 28, 2013 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, four shortlisted firms were notified on March 14, 2013 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on April 25, 2013

using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (The completed individual rating ballots and the ranking summary form are attached.) The individual rankings were then totaled to provide an overall ranking of the four 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 and short list of four consultant firms that were considered for this assignment is as follows:

Consultant Firm

Office Location

Gale Associates, Inc.

Bedford, NH

Hoyle, Tanner & Associates, Inc.

Manchester, NH

Jacobs Engineering Group Inc.

Bedford, NH

McFarland-Johnson, Inc.

Concord, NH

The firm of McFarland-Johnson, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

McFarland-Johnson, Inc. has agreed to furnish the on-call services for a total amount not to exceed \$950,000. The cost for Specific Project Agreements assigned under this contract will be negotiated and use of a modified cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

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

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

Sincerely,



Christopher D. Clement, Sr.
Commissioner

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(if any)*
NHDOT Prequalifications 2012

PART II – GENERAL QUALIFICATIONS

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

1. FIRM (OR BRANCH OFFICE) NAME McFarland-Johnson, Inc.			3. YEAR ESTABLISHED 1994	4. DUNS NUMBER 941887077
2b. STREET 53 Regional Drive			5. OWNERSHIP	
2c. CITY Concord			2d. STATE NH	2e. ZIP CODE 03301
6a. POINT OF CONTACT NAME AND TITLE Michael Long, Regional Office Manager			a. TYPE Corporation	
6b. TELEPHONE NUMBER 603-225-2978 x110			6c. E-MAIL ADDRESS mlong@mjinc.com	
8a. FORMER FIRM NAME(S) <i>(if any)</i>			8b. YR. ESTABLISHED	8c. DUNS NUMBER
			b. SMALL BUSINESS STATUS No	
			7. NAME OF FIRM <i>(If block 2a is a branch office)</i> McFarland-Johnson, Inc.	

9-27-12

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 <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
02	Administrative	17	1	A01	Acoustics; Noise Abatement	1
08	CADD Technician	7	4	A05	Airports; Nav aids; Airport Lighting; Aircraft	2
12	Civil Engineers	25	10	A06	Airports; Terminals; & Hangars; Freight	1
15	Construction Inspectors	2	0	B02	Bridges	6
18	Cost Engineer/Estimator	0	0	C08	Codes; Standards; Ordinances	1
19	Ecologist	0	0	C15	Construction Management	3
20	Economists	1	0	E01	Ecological & Archeological Investigations	2
21	Electrical Engineers	3	0	E09	Environmental Impact Studies, Assessments	3
23	Environmental Engineer	0	0	E11	Environmental Planning	2
24	Environmental Scientist	5	3	G01	Garages; Vehicle Maintenance Facilities;	1
29	Geographic Information System	2	0	H07	Highways; Streets; Airfield Paving; Parking	6
32	Hydraulic Engineer	1	0	H08	Historical Preservation	1
38	Land Surveyor	0	0	I01	Industrial Buildings; Manufacturing Plants	2
39	Landscape Architects	1	0	L06	Lighting (Exteriors; Street; Memorials;	1
42	Mechanical Engineers	5	0	M08	Modular Systems Design; Pre-fab Structures	1
47	Planners: Urban/Regional	6	1	P06	Planning (Site, Installation and Project)	2
55	Soils Engineers	0	0	R03	Railroad and Rapid Transit	1
57	Structural Engineers	11	6	S09	Structural Design; Special Structures	3
60	Transportation Engineers	11	4	S13	Stormwater Handling & Facilities	2
	Airport Engineer	3	0	T03	Traffic & Transportation Engineering	2
	Other Employees	0	0	W01	Warehouses & Depots	2
				W02	Water Resources; Hydrology; Ground Water	1
Total		100	29			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 8/29/2012
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ME AND TITLE

Michael Long, Regional Office Manager

New Hampshire

Aviation Planning & Engineering Services



System Plan Update and Economic Impact Assessment. Through these and other projects, LBG has earned a reputation for exceptional performance and reliability. LBG has a long and well-established relationship with NHDOT, partnering on some of the most significant projects undertaken by NHDOT. Together MJ and LBG will provide exceptional service for all the assignments that may be required under this On-Call assignment.

The Project Team Includes:

Brian Smith, P.E. will serve as overall **Project and Client Manager**, and will be the primary point of contact with the Bureau of Aeronautics. He manages MJ's Aviation group in New England. He has worked exclusively on airport projects since 1991, focusing on general and commercial aviation airports and has served as the Project Manager on projects for over 15 airports throughout New England, including Manchester, Nashua, Pease, Lebanon, North Haverhill, and Berlin in New Hampshire.

Jorge Panteli will serve as **Lead Planner** for MJ. He has over 22 years of aviation planning and project management experience working on a wide variety of general aviation and commercial service airport planning assignments during his career. Jorge was the deputy Project Manager for the last New Hampshire State Airport System Plan Update. He brings additional value to the Bureau of Aeronautics as not only an experienced aviation planner, but also a licensed pilot and a collaborative, trusted advisor with a keen understanding of the Bureau's perspective. Jorge's recent work includes membership on the Planning Advisory Group for the MassDOT – Aeronautics Division Carbon Neutral Initiative.

Marc Champigny, Director – US Aviation with The Louis Berger Group's Global Aviation Services group will serve as the **Lead Planner** for LBG. His experience includes planning, financial, strategic, safety, security, and operational services at several airports of varying size and function. Marc played management roles in the most recent New England Regional Airport System Plan, Phase I and II, the New England Regional Airport System Plan – General Aviation, and the Commonwealth of Massachusetts' Airport System Plan Update and Economic Impact Assessment.

Chad Nixon will serve as **Economic and Business Planning Lead**. Chad has a broad range of aviation experience including a highly diversified aviation planning background along with specialized experience in airport management, economic and business planning, airspace analysis, FAA and DOD liaison duties, and air traffic control. Chad currently serves as a Project Manager and Senior Aviation Planner on statewide and airport-specific planning projects and has managed business planning projects for New York State DOT, VTrans, and Elmira Corning Regional Airport.

Brian Bennett, P.E. will serve as the **Engineering Lead** on projects under this agreement and has over 30 years of experience. Brian has recently completed both airside and landside projects at Manchester, Lebanon, and Hanscom Field in MA. He is currently completing a runway safety area upgrade at TF Green Airport in Providence.

Jed Merrow will be the **Environmental Lead** for any environmental efforts that may be needed. Jed is well known to the Department, but what you may not know is that Jed is the primary author of the VTrans Environmental Manual. His experience in developing guidance documents for use by those not familiar with environmental permitting and documentation can be used to assist the Bureau in educating the staff at New Hampshire's airports.

Jennifer Zorn will serve as the **Graphics / Media / Outreach Lead**. She has developed intensive public participation programs that focus on the concerns of key stakeholders, including the regulatory community, local government officials, and the public. Recently, she has been managing the public outreach program for the Memorial Bridge in Portsmouth, NH. She will be assisted by **Karina Giordano**. Karina has a strong background in marketing and communications and has experience in developing and implementing conventional publications, e-news strategies, social media, and web design.

PROJECT: Statewide Aviation Planning and Engineering Services

DESCRIPTION: One Statewide On-Call Aviation Planning and Engineering Service Agreement, anticipated to have a maximum value of \$950,000 over a five-year term, is needed to provide aviation planning and engineering services for various aviation projects located throughout the State. Anticipated service needs could consist of: (1) a continuation of the existing pavement maintenance program at the nine general-aviation airports in the NPIAS program, (2) update of New Hampshire State Aviation System Plan or portions thereof including public involvement processes, (3) update or development of the software for the state aviation system database, and/or (4) any additional federally funded aviation projects that may arise as a result of changes to NHDOT/ Bureau of Aeronautics' project priorities and funding capabilities. Technical writing assignments could include preparation of reports, specifications, procedures, etc. This work will require Professional Engineer licensure in the State of New Hampshire.

Services Required: AERO, AMAP, CIVL, CMGT, ELEC, ENV, GEOT, PLAN, SOFT, SURV, TEST

SUMMARY

Gale Associates, Inc.	4	4	4	4	4	4	3	27
Hoyle, Tanner & Associates, Inc.	2	3	2	2	3	2	2	16
Jacobs Engineering Group Inc.	3	2	3	3	2	3	4	20
McFarland-Johnson, Inc.	1	1	1	1	1	1	1	7

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations		Scoring of Firms			
		W E I G H T	Gale Associates, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group Inc. McFarland-Johnson, Inc.
Comprehension of the Assignment	20%	14	17	15	19
Clarity of the Proposal	20%	14	17	15	18
Capacity to Perform in a Timely Manner	20%	15	16	16	19
Quality & Experience of Project Manager/Team	20%	16	16	17	19
Previous Performance	10%	7	9	8	9
Overall Suitability for the Assignment*	10%	7	9	8	10
Total	100%	73	84	79	94

*Includes usage, quality and experience of subconsultants proposed.

- Ranking of Firms:
1. *MTJ*
 2. *HTA*
 3. *Jacobs*
 4. *Gale*

Rating Considerations		Scoring of Firms			
		W E I G H T	Gale Associates, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group Inc. McFarland-Johnson, Inc.
Comprehension of the Assignment	20%	10	15	16	18
Clarity of the Proposal	20%	20	20	20	20
Capacity to Perform in a Timely Manner	20%	15	18	20	20
Quality & Experience of Project Manager/Team	20%	5	15	15	18
Previous Performance	10%	10	7	10	10
Overall Suitability for the Assignment*	10%	4	8	8	9
Total	100%	64	83	89	95

*Includes usage, quality and experience of subconsultants proposed.

- Ranking of Firms:
1. *McFarland-Johnson*
 2. *Jacobs*
 3. *HTA*
 4. *Gale*

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations		Scoring of Firms			
		W E I G H T	Gale Associates, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group Inc. McFarland-Johnson, Inc.
Comprehension of the Assignment	20%	15	18	17	18
Clarity of the Proposal	20%	15	17	17	19
Capacity to Perform in a Timely Manner	20%	15	18	17	18
Quality & Experience of Project Manager/Team	20%	15	17	17	18
Previous Performance	10%	6	7	7	8
Overall Suitability for the Assignment*	10%	6	7	7	9
Total	100%	72	84	82	90

*Includes usage, quality and experience of subconsultants proposed.

- Ranking of Firms:
1. *MJ*
 2. *HTA*
 3. *Jacobs*
 4. *Gale*

Rating Considerations		Scoring of Firms			
		W E I G H T	Gale Associates, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group Inc. McFarland-Johnson, Inc.
Comprehension of the Assignment	20%	15	16	17	18
Clarity of the Proposal	20%	15	16	17	19
Capacity to Perform in a Timely Manner	20%	15	16	18	18
Quality & Experience of Project Manager/Team	20%	15	19	19	19
Previous Performance	10%	5	8	8	9
Overall Suitability for the Assignment*	10%	5	7	8	9
Total	100%	70	82	87	92

*Includes usage, quality and experience of subconsultants proposed.

- Ranking of Firms:
1. *McFarland-Johnson, Inc.*
 2. *Jacobs Engineering Group, Inc.*
 3. *Hoyle Tanner & Associates, Inc.*
 4. *Gale Associates, Inc.*

Rating Considerations		Scoring of Firms			
		W E I G H T	Gale Associates, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group Inc. McFarland-Johnson, Inc.
Comprehension of the Assignment	20%	16	18	17	18
Clarity of the Proposal	20%	16	18	16	18
Capacity to Perform in a Timely Manner	20%	16	18	17	18
Quality & Experience of Project Manager/Team	20%	16	18	18	18
Previous Performance	10%	6	8	8	8
Overall Suitability for the Assignment*	10%	6	8	8	10
Total	100%	76	88	86	90

*Includes usage, quality and experience of subconsultants proposed.

- Ranking of Firms:
1. *MJ*
 2. *HTA*
 3. *Jacobs*
 4. *Gale*

Rating Considerations		Scoring of Firms			
		W E I G H T	Gale Associates, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group Inc. McFarland-Johnson, Inc.
Comprehension of the Assignment	20%	16	17	17	19
Clarity of the Proposal	20%	17	18	17	18
Capacity to Perform in a Timely Manner	20%	17	18	18	19
Quality & Experience of Project Manager/Team	20%	16	18	19	19
Previous Performance	10%	7	9	8	9
Overall Suitability for the Assignment*	10%	7	9	8	9
Total	100%	82	88	87	93

*Includes usage, quality and experience of subconsultants proposed.

- Ranking of Firms:
1. *M.J.*
 2. *HTA*
 3. *Jacobs*
 4. *Gale*

Rating Considerations		Scoring of Firms			
		W E I G H T	Gale Associates, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group Inc. McFarland-Johnson, Inc.
Comprehension of the Assignment	20%	17	20	14	20
Clarity of the Proposal	20%	16	15	17	19
Capacity to Perform in a Timely Manner	20%	18	18	16	18
Quality & Experience of Project Manager/Team	20%	16	18	16	16
Previous Performance	10%	6	9	6	10
Overall Suitability for the Assignment*	10%	7	8	6	9
Total	100%	80	88	75	92

*Includes usage, quality and experience of subconsultants proposed.

- Ranking of Firms:
1. *McFarland-Johnson*
 2. *HTA*
 3. *Gale*
 4. *Jacobs*

STATEWIDE
AVIATION SYSTEM PLANNING & ENGINEERING SERVICES

**MASTER AGREEMENT
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ATTACHMENTS

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

EXHIBITS

- EXHIBIT A – SCOPE OF WORK
- EXHIBIT B – CONTRACT LABOR RATES
- EXHIBIT C – SUBCONSULTANT SUPPORTING SERVICES

STATEWIDE
AVIATION SYSTEM PLANNING & ENGINEERING SERVICES

**MASTER AGREEMENT FOR PROFESSIONAL
AVIATION SYSTEM PLANNING & ENGINEERING SERVICES**

PREAMBLE

THIS AGREEMENT made this 17th day of May in the year 2013 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and McFarland-Johnson, Inc., with principal place of business at 53 Regional Drive, in the City of Concord, State of New Hampshire, and 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 aviation system planning and engineering services for various aviation projects throughout the STATE to the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, BUREAU OF AERONAUTICS. These services are outlined in the CONSULTANT'S technical proposal dated April 15, 2013 and hourly rate schedule to be submitted with the SPECIFIC PROJECT AGREEMENTS, 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
(Revised 04/14/10)

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, the following:

Provide aviation planning and engineering services for various aviation projects or phases of projects that are expected to include, but not be limited to, updating/upgrading pavement maintenance program; update or development of software or data for New Hampshire's aviation system database; update for New Hampshire's state aviation system plan or portions thereof, and other Federal Aviation Administration (FAA)-funded projects that may arise as a result of changes to the NHDOT/Bureau of Aeronautics' project priorities and funding capabilities.

B. SCOPE OF WORK

The scope of work for this master AGREEMENT is set forth in Exhibit "A" attached hereto and incorporated herein by reference. SPECIFIC PROJECT AGREEMENTS will be issued subsequent to this master AGREEMENT as funding for these projects becomes available.

C. STAFFING

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

D. QUALITY CONTROL

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

ARTICLE I
(Revised 04/14/10)

E. SPECIFIC PROJECT AGREEMENTS

As needs develop, the DEPARTMENT will issue SPECIFIC PROJECT AGREEMENTS to the CONSULTANT. These SPECIFIC PROJECT AGREEMENTS will be initiated by a Request for Proposal (RFP) letter that will include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT and other information necessary to complete the work for the SPECIFIC PROJECT AGREEMENT. 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 SPECIFIC PROJECT AGREEMENT and a tentative work schedule for each SPECIFIC PROJECT AGREEMENT assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the SPECIFIC PROJECT AGREEMENT. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FAA (if applicable), the DEPARTMENT will issue a SPECIFIC PROJECT AGREEMENT Authorization to Proceed Letter. A conference may be required to turn over a SPECIFIC PROJECT AGREEMENT to the CONSULTANT.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish information and documentation upon request by the CONSULTANT.

G. WORK SCHEDULE AND PROGRESS REPORTS

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

The CONSULTANT shall be available to begin performance of the services designated in the AGREEMENT promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. The CONSULTANT shall complete the services required for each SPECIFIC PROJECT AGREEMENT 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 SPECIFIC PROJECT AGREEMENTS.

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.

ARTICLE I
(Revised 04/14/10)

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

H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

The schedule for submission of all reports, plans, and documents will be determined and outlined in conjunction with each project-specific scope of work and project agreement. Each CONSULTANT submission shall be supplemented with any material or descriptive matter necessary to facilitate a comprehensive review.

The CONSULTANT's Licensed Professional Engineer stamp for the State of New Hampshire shall appear on the construction plans, reports, and any other documents, as appropriate, to be submitted to the DEPARTMENT. These stamps shall be those of professional engineers who prepared said plans, reports, or documents, or under whose direct supervisory control they were prepared.

I. DELIVERABLES

All work and supporting documents for SPECIFIC PROJECT AGREEMENT(s) 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 only as it applies to Autodesk's AutoCAD files (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/). All files submitted must be fully compatible with AutoCAD version 2007 being used by the DEPARTMENT.

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 2003 or NHDOT compatible version

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Spreadsheets: Microsoft Excel 2003 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.

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 1 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., AutoCAD (*.DWG), 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 August 1, 2018, 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.

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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 SPECIFIC PROJECT AGREEMENTS issued under this AGREEMENT, an amount not to exceed \$950,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$950,000 total amount.)

B. METHOD OF COMPENSATION FOR SPECIFIC PROJECT AGREEMENTS

The method of compensation for SPECIFIC PROJECT AGREEMENTS issued under this master AGREEMENT will either be a **Modified Cost-Plus-Fixed-Fee** (not to exceed) format, or a **Lump-Sum** format. The format for the selected method of payment will be provided in the SPECIFIC PROJECT AGREEMENTS.

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

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

1. **Specific Project Agreement Cost** - The negotiated not-to-exceed cost of each modified cost-plus-fixed-fee format SPECIFIC PROJECT AGREEMENT 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)

= SPECIFIC PROJECT AGREEMENT 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

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in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for subsequent one-year periods include an annual contract adjustment rate. However, Contract Labor Rates that are in effect at the time a particular SPECIFIC PROJECT AGREEMENT is issued shall remain effective throughout the duration of that SPECIFIC PROJECT AGREEMENT and shall apply to all amendments issued for the SPECIFIC PROJECT AGREEMENT. The Contract Labor Rates for a SPECIFIC PROJECT AGREEMENT will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the SPECIFIC PROJECT AGREEMENT.

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

In the event that the Completion Date of 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 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 \$50.00 per hour (including annual contract adjustment rate) for the life of the Contract. See Exhibit B for a listing of the agreed upon direct labor and Contract Labor Rates for this AGREEMENT.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include the annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%.
4. **Overhead Factor** - The negotiated overhead factor 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. The negotiated overhead factor used in this AGREEMENT is listed in Exhibit B herein.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each SPECIFIC PROJECT AGREEMENT 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 SPECIFIC PROJECT AGREEMENT, the CONSULTANT will be paid the originally-negotiated or amended

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amount of the fixed fee, regardless of whether the actual number of hours used to complete the SPECIFIC PROJECT AGREEMENT 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 SPECIFIC PROJECT AGREEMENT 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 SPECIFIC PROJECT AGREEMENT and reimbursed at actual cost or negotiated as a lump-sum amount.

D. LUMP-SUM FORMAT

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

E. SUBCONSULTANT SUPPORTING SERVICES

The subconsultant firms and their proposed services are included in this AGREEMENT are listed in Exhibit C of this AGREEMENT.

F. INVOICING and PAYMENT

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

- (a) SPECIFIC PROJECT AGREEMENT number, project name and number (if applicable);

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- (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 SPECIFIC PROJECT AGREEMENT 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 SPECIFIC PROJECT AGREEMENT, 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 SPECIFIC PROJECT AGREEMENT that exceed 60 days in length. The fixed fee invoiced amounts for a modified cost-plus-fixed-fee format SPECIFIC PROJECT AGREEMENT shall be based upon the overall percentage complete of the SPECIFIC PROJECT AGREEMENT scope of work as approved by the DEPARTMENT. Upon satisfactory completion and acceptance of the work for each individual SPECIFIC PROJECT AGREEMENT, 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 Aviation Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

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

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to audit by the STATE and Federal Governments. The

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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.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with this AGREEMENT including the recording and filing of surveys and plans, enter into all necessary agreements with railroads, public entities, municipalities, agencies of the federal government or others.

B. CONTRACT PROPOSALS

After the CONSULTANT has furnished to the DEPARTMENT contract drawings, special provisions, specifications, and estimate of quantities and unit cost by items, the DEPARTMENT will prepare the documents for receipt of proposals from construction contractors and for execution of a construction contract or contracts.

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(Revised 03/24/10)

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the advisory circulars listed in the current FAA Advisory Circulars for Airport Improvement Projects dated June 2, 2010, 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 FAA - CONFERENCES - INSPECTIONS

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

The location of the CONSULTANT'S office where the work will be available for inspection by STATE and FAA representatives is 53 Regional Drive, Concord, New Hampshire, 03301.

It is further mutually agreed that any party, including the duly-authorized representatives of the FAA, 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, employees, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams, and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

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

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

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

E. ADDITIONAL SERVICES

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

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G. SUBLETTING

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

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE, and local laws and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad, and utility agencies whose facilities and services may be affected by the construction of the proposed projects. 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 AGREEMENT, 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 AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to annul this AGREEMENT 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

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

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b. Proof of Insurance

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

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public, or any member thereof, a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. 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 one or more of the completion dates specified in this AGREEMENT cannot be complied with, 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.

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

COMPLIANCE

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

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

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as it or the Federal Aviation 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 Aviation Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the FAA 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 subcontractor 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 DEPARTMENT and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

ARTICLE IV
(Revised 03/24/10)

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.
4. Contract Assurance (§26.13). The CONSULTANT or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the DEPARTMENT deems appropriate.
5. Prompt Payment (§26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than forty-five (45) days from the receipt of each payment the prime contractor receives from DEPARTMENT. The prime contractor agrees further to return retainage payments to each subcontractor within forty-five

ARTICLE IV
(Revised 03/24/10)

(45) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the DEPARTMENT. This clause applies to both DBE and non-DBE subcontractors.

O. DOCUMENTATION

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Aviation 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 FAA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

Q. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The CONSULTANT assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the DEPARTMENT or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the DEPARTMENT or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds

ARTICLE IV
(Revised 03/24/10)

the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

R. RIGHTS TO INVENTIONS.

All rights to inventions and materials generated under this AGREEMENT are subject to regulations issued by the FAA and the DEPARTMENT.

S. TRADE RESTRICTION CLAUSE

The CONSULTANT or its subconsultants, by submission of an offer and/or execution of this AGREEMENT, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the U.S. Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the DEPARTMENT, cancellation of the AGREEMENT at no cost to the Government.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the DEPARTMENT if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONSULTANT or subcontractor knowingly rendered an

ARTICLE IV
(Revised 03/24/10)

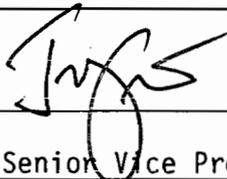
erroneous certification, the Federal Aviation Administration may direct, through the DEPARTMENT, cancellation of the AGREEMENT or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**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 McFarland-Johnson, Inc., proposed subconsultant _____, hereby certifies that it has [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 [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.

McFarland-Johnson, Inc.
(Company)
By: 
Senior Vice President/COO
(Title)
Date: 7/8/13

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

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

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

(Revised: June 1980)

CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS

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

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

7-8-13

(Date)



(Signature)

CONSULTANT: McFarland-Johnson, Inc.

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Senior Vice President/COO and duly-authorized representative of the firm of McFarland-Johnson, Inc., and that neither I nor the above firm I here represent has:

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

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):

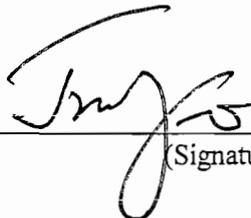
Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative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

The above CONSULTANT further agrees by signing this certification that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

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

7-8-13

(Date)



(Signature)

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of the Division of Aeronautics, Rail, & Transit 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 AGREEMENT, 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):

7/22/13
(Date)

[Signature]
(Signature)

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

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

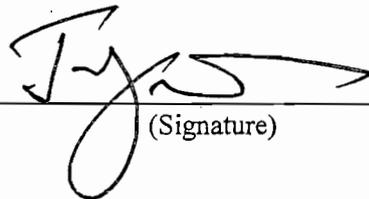
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress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

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

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

7-8-13

(Date)



(Signature)

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

(SEAL)

Consultant

WITNESS TO MCFARLAND-JOHNSON, INC.

By: *Linda M. Mante*
Administrative Assistant

Dated: 7/8/13

MCFARLAND-JOHNSON, INC.

By: *[Signature]*
Senior Vice President/COO
(TITLE)

Dated: 7/8/13

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *[Signature]*
Administrator

Dated: 7/22/13

THE STATE OF NEW HAMPSHIRE

By: *[Signature]*
Director
DOT COMMISSIONER

Dated: 7/22/13

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: 8/1/13

By: *[Signature]*
Assistant Attorney General

Secretary of State

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

Dated: _____

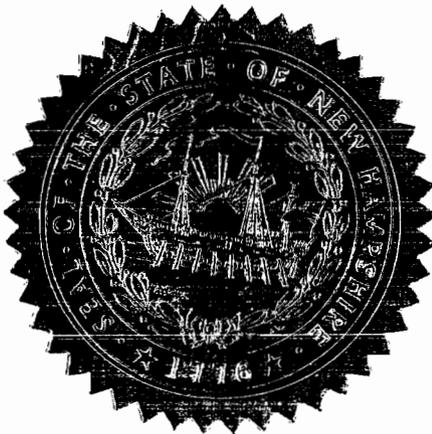
Attest:

By: _____
Secretary of State

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 MCFARLAND-JOHNSON, INC. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on February 14, 1969. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of June, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**CERTIFICATE OF SECRETARY
OF
McFARLAND-JOHNSON, INC.
ATTESTING TO THE ADOPTION OF BOARD RESOLUTION**

I, Frank J. Greco, Secretary of McFarland-Johnson, Inc., certify that on March 20, 2013, at a Meeting of the Board of Directors of McFarland-Johnson, Inc., the Directors, acting unanimously, adopted the following resolution:

RESOLVED, that the following elected Officers and employees of the Corporation are authorized to sign contracts in the name of, and on behalf of, the Corporation, in accordance with corporate policies and rules:

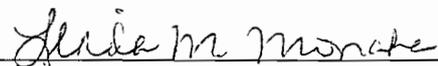
<u>Name</u>	<u>Office</u>
Richard J. Brauer	- President/CEO – Engineering
James M. Festa	- Sr. Vice President/COO/Chief Engineer/ Binghamton Regional Office Manager
Frank J. Greco	- Sr. Vice President/CFO/Secretary/Treasurer
Chad G. Nixon	- Sr. Vice President/BDO
Robert W. Lambert	- Vice President
Frederick D. Mock	- Vice President
Michael D. Long	- Concord Regional Office Manager

I certify that as a result of the action of the Board of Directors, James M. Festa, Senior Vice President/COO/Chief Engineer/Binghamton Regional Office Manager of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Statewide Aviation Planning and Engineering Services, in the name of and on behalf of the Corporation for the rendering of services by the Corporation.


Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO
this 8th day of July 2013


Notary Public

LINDA M. MONAHAN
Notary Public, State of New York
No. 4968747
Residing in Broome County
My commission expires 7/21/14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2013

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

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

PRODUCER Robert J. Hanafin, Inc. 204 Washington Ave. P. O. Box 509 Endicott NY 13760		CONTACT NAME: Renee Davidson PHONE (A/C No. Ext): (607) 754-3500 FAX (A/C. No.): (607) 754-9797 E-MAIL ADDRESS: renee@rjhanafininc.com	
INSURED McFarland Johnson, Inc. 49 Court Street PO Box 1980 Binghamton NY 13902-1980		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Trumbull Insurance Company	NAIC # 27120
		INSURER B: Hartford Fire Insurance Compan	19682
		INSURER C: Hartford Casualty Insurance Co	29424
		INSURER D: Hartford	100
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:13-14 MASTER** REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			01SBAAQ4699 (VT,)			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			01SBAAQ4702 (NY)	1/1/2013	1/1/2014	MEQ EXP (Any one person) \$ 10,000
				01SBAAQ4704 (CT, NH, PA)			PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			01UEZCF9204	1/1/2013	1/1/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01XHUNZ3498	1/1/2013	1/1/2014	\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A	01WBCT5691	1/1/2013	1/1/2014	E L EACH ACCIDENT \$ 500,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 500,000
							E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Statewide Aviation Planning & Engineering Services, MJ Project # 17898.0E
New Hampshire Department of Transportation is named as additional insured under the General Liability

CERTIFICATE HOLDER New Hampshire Department of Transportatio PO Box 483 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Debbie Blanchard/LORI <i>Deborah K Blanchard</i>
--	--

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/08/2013

PRODUCER
Fenner & Esler Agency, Inc.
PO Box 60
Oradell, NJ 07649

1-201-262-1200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
McFarland-Johnson, Inc.
att: Frank J. Greco
49 Court Street, Metrocenter
PO Box 1980
Binghamton, NY 13902-1980

INSURERS AFFORDING COVERAGE

INSURER A: Atlantic Specialty Insurance
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Par accident) \$ PROPERTY DAMAGE (Par accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER Professional Liability	DPL-2518-13 FULL PRIOR ACTS	06/15/13	06/15/14	Per Claim \$ 5,000,000 Annual Aggregate \$ 5,000,000 Deductible per clm \$ 50,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Statewide Aviation Planning and Engineering Services, MJ Project No. 17898.OE

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
New Hampshire Department of Transportation P. O. Box 483 7 Hazen Drive Concord, NH 03302-0483	USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

New Hampshire Statewide
Aviation System Planning & Engineering Services
May 17, 2013

One (1) five-year on-call aviation planning and engineering service contract for various aviation projects located throughout the state. Anticipated service needs have yet to be further refined, but could consist of the following:

- (1) a continuation of the existing pavement maintenance program at the nine general-aviation airports in the NPIAS program,
- (2) update of *New Hampshire State Aviation System Plan* or portions thereof including public involvement processes,
- (3) update or development of the software for the state aviation system database, and/or
- (4) any additional federally funded aviation projects that may arise as a result of changes to NHDOT/Bureau of Aeronautics' project priorities and funding capabilities.

These projects may be accomplished during the course of several grant projects during the stated five-year period. NHDOT reserves the right to initiate additional procurement actions for any of the services included in this Request for Qualifications. Some background data on the existing New Hampshire State Aviation System Plan and other information about NHDOT/Bureau of Aeronautics can be found at:

<http://www.nh.gov/dot/org/aerorailtransit/aeronautics/index.htm>

EXHIBIT B

CONTRACT LABOR RATES

Exhibit B

CONTRACT LABOR RATES McFarland Johnson

In accordance with Article II.C.2, the CONSULTANT will use the following Contract Labor Rates for this AGREEMENT.

1. Negotiated Overhead Rate: 175%
2. The 50.00 per hour Maximum direct labor rates translates to: \$ 137.50 per hour maximum Contract Labor Rate.

CONTRACT LABOR RATES (PER HOUR)

Classification	Base Period	Contract Period 2	Contract Period 3	Contract Period 4	Contract Period 5
Principal	\$137.50	\$137.50	\$137.50	\$137.50	\$137.50
Senior Project Manager	\$137.50	\$137.50	\$137.50	\$137.50	\$137.50
Senior Project Engineer	\$131.37	\$135.31	\$137.50	\$137.50	\$137.50
Project Engineer	\$112.65	\$116.03	\$119.51	\$123.09	\$126.79
Senior Engineer	\$97.02	\$99.93	\$102.93	\$106.02	\$109.20
Assistant Engineer	\$83.69	\$86.20	\$88.79	\$91.45	\$94.19
Junior Engineer	\$63.21	\$65.11	\$67.06	\$69.07	\$71.15
Senior Technician IV	\$73.58	\$75.79	\$78.06	\$80.40	\$82.82
Technician III	\$65.71	\$67.68	\$69.71	\$71.80	\$73.96
Assistant Technician II	\$59.84	\$61.64	\$63.48	\$65.39	\$67.35
Assistant Technician I	\$37.33	\$38.45	\$39.60	\$40.79	\$42.01

EXHIBIT C

SUBCONSULTANT SUPPORTING SERVICES

[CONSULTANT WILL COMPLETE THIS FORM
OR
REPLACE PAGE WITH SIMILAR LANGUAGE FORM.]

**EXHIBIT C
SUBCONSULTANT SUPPORTING SERVICES**

Subconsultant Firm Name	Type of Services Proposed to be Provided
GCR, INC	AVIATION SYSTEMS SOFTWARE PROVIDER
THE LOUIS BERGER GROUP, INC.	AVIATION PLANNING

If no subconsultant services are anticipated, please check the box below:

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