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Brewer

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
June 4, 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 fee not to exceed \$408,923.76, to prepare the second phase of the preliminary engineering design for the US 3 and NH 25 corridor in Meredith, effective upon Governor and Council approval, through September 25, 2015. 100% Federal Funds.

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

04-96-96-963515-3054	<u>FY 2014</u>
Consolidated Federal Aid	
046-500463 Eng Consultants Non-Benefit	\$408,923.76

EXPLANATION

The Department requires planning, engineering, and environmental consulting services to address transportation system needs along approximately one and one-half miles of US 3 and NH 25, extending from the US 3/NH 104 intersection in the Town of Meredith northerly to the intersection of US 3 and NH 25, then easterly along NH 25 to the vicinity of Pleasant Street. The development of the preliminary engineering for this project is expected to be performed in three phases (Parts A, B, and C). This contract is for the second phase (Part B) only. The purpose of Part B for this project is to assist the Department in the selection of a preferred alternative for reconstruction in these limits, further development of preliminary engineering plans and formal environmental documentation to be taken to a Public Hearing. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Meredith 10430).

On February 22, 2006, the Governor and Council authorized the Part A Agreement (Item #66 copy attached) to prepare base plans, inventory resources, and develop conceptual alternatives which will be carried forward for further development and analysis under Parts B and C.. The Department reserved the right to either negotiate a scope and fee for the Part B final design services or terminate the contract. Since the firm of McFarland-Johnson, Inc. satisfactorily completed the planning study (Part A) for this project, the Department proposes to continue with this firm to perform the preliminary design (Part B) effort. Assuming a successful Public Hearing, the Department reserves the right to either negotiate a scope and fee for Part C (final design), or terminate the contract with McFarland-Johnson, Inc.

The entire planning and design process will incorporate context sensitive solutions and techniques, and will include a comprehensive public participation process that will include meetings with officials and citizens of Meredith, the Project Advisory Task Force, the Lakes Region Planning Commission, as well as officials and citizens of neighboring towns. As the project develops, the general public will also be involved.

The Range of Reasonable Alternatives determined in Part A will be evaluated in Part B to help determine a preferred alternative. However, it is anticipated that the current project funding will not be sufficient to complete all of the improvement components proposed by any of the reasonable alternatives. A two phase process will be

undertaken in Part B to: 1) establish the preferred alternative for the Village Core, and 2) carry forward a portion of the preferred alternative, focused around the main US 3/NH 25 intersection, into the formal environmental documentation and public hearing process. The first phase will establish the preferred alternative for the Village Core and will clearly define the priorities for its implementation. The second phase will begin with the highest priority elements and carry them into a formal environmental evaluation process.

McFarland-Johnson, Inc. has agreed to furnish the required services for a total fee not to exceed \$408,923.76. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% Federal funds.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement", with a stylized flourish at the end.

Christopher D. Clement, Sr.
Commissioner

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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. CERTIFICATION OF GOOD STANDING
7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY / VOTE
9. SIGNATURE PAGE

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 30 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, Incorporated, with principal place of business at 53 Regional Drive, in the City of Concord, State of New Hampshire, and 49 Court Street, Metrocenter, in the City of Binghamton, State of New York, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to perform planning and development of alternatives to address transportation system needs along approximately one and one-half miles of the US Route 3 and NH Route 25 corridor extending from the US Route 3/NH Route 104 intersection in the Town of Meredith northerly to the intersection of US Route 3 and NH Route 25 then easterly on NH Route 25 to Pleasant Street.

The DEPARTMENT requires professional services to assist in the selection of a preferred alternative for reconstruction in these limits, further development of preliminary engineering plans and formal environmental documentation to be taken to a Public Hearing. These services are outlined in the CONSULTANT'S Part B Scope of Work and Task Description dated June 19, 2012, as well as the CONSULTANT'S revised fee proposal dated September 28, 2012, 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.

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ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves addressing transportation needs along approximately one and one-half miles of US 3 and NH 25, extending from the US 3/NH 104 intersection in the Town of Meredith northerly to the intersection of US 3 and NH 25 then easterly along NH 25 to the vicinity of Pleasant Street.

The development of the preliminary engineering for this project is expected to be performed in three phases (Parts A, B and C). This scope of services is for the second phase (Part B) only. The purpose of the second stage of the project is to continue to develop alternatives for the transportation system associated with the corridor of US 3 and NH 25 from the US 3/NH 104 intersection northerly along Lake Winnepesaukee, through the US 3/NH 25 signalized intersection, and easterly along NH 25 to Pleasant Street. The alternative refinement process will: 1.) use a context-sensitive solution approach to determine a preferred alternative; 2.) identify all impacted natural and cultural resources with identified potential minimization/mitigation; 3.) prepare an Environmental Document for the preferred alternative; 4.) prepare a hearing plan for the preferred alternative that matches the available funding requirements.

B. SCOPE OF WORK (GENERAL)

US 3 and NH 25 are major north-south and east-west transportation corridors through the Town of Meredith in the Lakes Region of New Hampshire. They provide access to a region with significant natural resources, as well as provide accessibility and mobility within the local and regional transportation systems.

The goal of Part B of the Meredith US Route 3/NH Route 25 Improvements Project is to select a preferred alternative consistent with the problems and vision established for the project in Part A, develop an approved Categorical Exclusion, and bring it to a Public Hearing for approval.

Assuming a successful Public Hearing, the DEPARTMENT reserves the right to either negotiate a scope and fee for Part C, (to prepare final design plans, specifications and estimates for the project limits) or terminate the contract.

The study approach will continue using the Context Sensitive Solutions approach for the Part B phase of the project. This will include a dynamic public participation program that involves public officials and as the project develops the general public will be involved. The Range of Reasonable Alternatives determined in Part A will be evaluated in Part B to help determine a preferred alternative.

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However, it is anticipated that the current project funding will not be sufficient to complete all of the improvement components proposed by any of the reasonable alternatives.

A two phase process will be undertaken in Part B to: 1) establish the preferred alternative for the Village Core, and 2) carry forward a portion of the preferred alternative into the NEPA process. The first phase will establish the preferred alternative for the Village Core and will clearly define the priorities for its implementation. The second phase will begin with the highest priority elements and carry them into a formal NEPA evaluation process.

C. SCOPE OF WORK (SPECIFIC)

The tasks for Part B have been separated into three Categories: Preferred Alternative, NEPA Documentation, and Public Participation. The Preferred Alternative tasks cover the work required to determine the preferred alternative for the Village Core. The NEPA Documentation tasks cover the work required to approve the funded portion of the project. The Public Participation tasks cover public outreach work for both.

Preferred Alternative

1. Data Collection

The CONSULTANT shall collect new information that may be available within the Physical Study Limits and collect existing information relative to traffic, accident information, utilities, or other available materials. The CONSULTANT shall conduct a field review of the project area noting key engineering, topographic, and land use changes.

2. Base Plan Preparation

The CONSULTANT shall update the base plans for the project based upon new digital mapping and ground survey provided by the DEPARTMENT. In addition, a detailed base plan shall be developed from which resources and transportation improvements can be studied. The base plan shall be appropriately enhanced for display purposes at technical and public meetings and in documents prepared for this study. The base plan shall be created using new aerial photography with the following requirements:

Wetlands mapping using NRCS and other available studies, and mapping for other applicable environmental resources, as well as right-of-way and utility information, shall be superimposed on the base plan by the CONSULTANT, as directed by the DEPARTMENT.

3. Project Purpose and Need

The CONSULTANT shall develop a formal Purpose and Need Statement for the project consistent with NEPA and other federal guidelines. The basis for the Purpose and Need will be the problem and vision statements developed in Part A. The CONSULTANT will facilitate this effort to ensure the stated problems and visions are represented in the Purpose and Need.

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4. Alternative Development & Evaluation

The Reasonable Range of Alternatives and Components determined in Part A shall be the basis for the Alternatives evaluated in Part B. No new alternatives will be developed. Reasonable

Alternatives Each alternative and component will be developed to an equal level of detail.

The slope limits for each alternative and component will be determined.

4.2. Cost Estimates Conceptual cost estimates will be developed for the alternatives and components. The cost estimates will quantify items such as pavement, earthwork, bridges, structures and significant drainage facilities and apply the Department's most recent weighted average unit prices. Other items will be estimated on a percentage basis.

4.3. Bridge Evaluation The existing bridge over the Scenic Railroad will be evaluated to determine the cost to rehabilitate, widen or replace depending upon the alternative. The evaluation will include plan, typical section, and cost estimate for three variations. The evaluation will use the information presented in the *Bridge Evaluation Report* from Part A and no additional field review will be required.

Evaluation of two culverts will also be conducted; Mill Falls under US 3 and Hawkins Brook under NH 25. Field reviews of the two culverts will be required.

5. Traffic Modeling and Analysis

The CONSULTANT shall coordinate with the DEPARTMENT, the Town of Meredith, the Lakes Regional Planning Commission, and the Project Advisory Committee (PAC) to continue, update and provide additional traffic analysis. The traffic-collection-and-analysis effort shall provide the statistics required for evaluating design concepts.

5.1. Peak Period Turning Movement Counts To update traffic count data set and provide a basis for a Sunday traffic assessment scenario, the DEPARTMENT will provide Friday, Saturday, and Sunday afternoon peak period turning movement counts during the summer at the following intersections:

- US 3/NH 25
- US 3/NH 104
- NH 25/Pleasant Street
- US 3/Dover Street
- US 3/Lake Street
- Main Street/Plymouth Street

These counts will be adjusted to Design Hour conditions using the same methodology used to adjust counts in Part A.

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5.2. Revise 2035 Network volumes based on revised Traffic Counts The Meredith Travel Demand Model utilized for Part A analyses was based on a Design Hour that reflected summer “Friday” conditions (i.e. higher proportion of northbound vehicles at the Route 3/25 intersection than westbound vehicles). The revised Friday peak period spot counts will be used to adjust 2035 network traffic volumes, as necessary, from the Model for a detailed traffic analysis described in Section 5.3.

Due to interest in a summer “Sunday” traffic scenario (i.e. higher proportion of westbound vehicles at the Route 3/25 intersection than northbound vehicles), the Sunday summer traffic counts will be used to generate 2035 network volumes between the NH 104/US 3 intersection and the NH 25/Pleasant Street intersection under “Sunday” Design Hour conditions for use in a detailed traffic analysis described in Section 5.3.

5.3. Analyze Traffic Operations for All Reasonable Alternatives The CONSULTANT will conduct a traffic assessment of all reasonable alternatives identified in the Part A report, and revised during Part B activities, under 2030 summer “Friday” and “Sunday” Design Hour Volume conditions. The following understandable metrics will be reported for each of the alternatives:

- Intersection delay, volume-to-capacity, and Level of Service (overall and by intersection approach)
- Maximum average queue lengths (overall and by intersection approach)
- Average speed and average travel time between the NH 104/US 3 intersection and the NH 25 Pleasant Street intersection
- Total delay and delay/vehicle (network-wide metric)
- Vehicle emissions – HC, CO, NOx (network-wide metric)

The traffic assessment along Route 25 will focus on its overall capacity and operation.

5.4. Traffic Assessment Report The CONSULTANT will document data inputs, analysis methodology, scenarios tested and output metrics in a formal Traffic Assessment Report. A draft report will be prepared for review and comment by the DEPARTMENT and the PAC. A final report will be prepared to include comments on the draft report.

6. Assess Resource Impacts

The CONSULTANT will use the resource information collected in Part A to quantify impacts resulting from each of the Range of Reasonable Alternatives. These impacts will be included in a matrix along with other pertinent information including cost, traffic performance, visual quality, economic effects, etc.

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7. Conduct Screening and Select Preferred Alternative

The CONSULTANT will coordinate with the PAC to develop screening criteria that will be used to select the preferred alternative. These screening criteria in Part B will use the screening criteria from Part A as the base and transition them from qualitative criteria to quantitative criteria where possible. The screening criteria will be approved by the PAC before they are used. A preferred alternative for the Village Core will be determined after the screening is complete.

8. Project Team Meetings

It is expected that over the course of Part B, project team meetings will need to be held. These are informal meetings that will take place to discuss a variety of project issues including resource constraints, cost issues and impacts of alternatives. These meetings would include members of the CONSULTANT and the DEPARTMENT, but could also include the Town of Meredith staff, LRPC staff, state or federal agency staff, or others as appropriate. It is assumed eight (8) project team meetings will take place.

NEPA Documentation

1. Detailed Resource Identification and Mitigation

The CONSULTANT shall identify existing natural, cultural, social, and economic resources to a level sufficient to evaluate project impacts for NEPA purposes. The study area for this effort shall be the corridor occupied by the alternative. The Preferred Alternative and the No Build will be the only alternatives evaluated for NEPA purposes. The study area will be limited to the Village Core, and the alternatives will be modifications to existing roads and intersections, without significant resource impacts. Therefore, it is assumed a Categorical Exclusion (CE) will be the appropriate level of NEPA documentation. If an Environmental Assessment or other NEPA document becomes necessary, this scope of work will have to be revised.

Much of the resource identification has been completed in Part A, and the results can be incorporated directly into the NEPA document. Additional effort needed for Part B is described below.

1.1. Water-Based Resources

Groundwater: The aquifer within the study area was mapped and described in the Part A Summary Report. Existing public and private water supplies within the study area, if any, will be identified based on existing sources of information, such as the GRANIT GIS database, NHDES mapping, or town mapping. The CONSULTANT will describe these resources and display them on project mapping.

Surface Waters: Existing surface waters, including Lake Winnepesaukee, the Waukegan Canal, Hawkins Brook, Page Brook, Bartlett Brook and smaller tributaries were identified and described in Part A. Existing water quality data was also described, and will be updated using published data sources.

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Floodplains: FEMA floodplain and floodway lines were shown in Part A figures. The CONSULTANT will extrapolate more precise floodplain boundaries using FEMA floodplain elevations and project contour mapping. In addition, the CONSULTANT will interview town employees for anecdotal flooding information.

Wetlands: Wetlands were delineated several years ago, and the delineation needs to be updated and extended to the Village Core Study area limits. The CONSULTANT will delineate wetlands within the 500-foot wide limits based on state and federal criteria, and will collect field data sufficient to document the delineation. Landowners will be notified by the DEPARTMENT. The CONSULTANT will survey wetland flagging using a GPS unit with sub-meter accuracy. The wetland descriptions in Appendix C of the Summary Report prepared for Part A will be updated as needed. The CONSULTANT will note any unusual features such as invasive species, disturbed areas, or uncommon wetland types such as bogs or vernal pools.

1.2. Land-Based Resources

Soils: Soil series within the study area were mapped in Part A, including the distribution of prime, statewide, local, or unique farmland soils.

Active Farmlands: Active farmlands were identified and described in Part A.

Public and Conserved Lands: Publicly owned lands, bicycle and pedestrian trails, and privately conserved lands were identified in Part A, and will be updated if necessary. The status of these lands with regard to Section 4(f), Section 6(f), and LCIP/LCHIP will be determined.

1.3. Wildlife

Wildlife and Habitat: Wildlife habitats have been mapped and described in the Town's Natural Resources Inventory, and results for the study area were summarized in the Part A Summary Report. The CONSULTANT will incorporate information on the study area, along with any new findings or observations made while performing other fieldwork, such as wetland delineation.

Fisheries: The fisheries resources found in the major surface waters in the study area were described in the Part A report.

Threatened and Endangered Species: Threatened and endangered species records within the project corridor were identified in Part A. The CONSULTANT will coordinate with the NH Natural Heritage Bureau to confirm the records are up to date.

1.4. Noise The existing noise environment will be described in general terms as described in the CONSULTANT's June 19, 2012 Scope of Work and Task Descriptions.

1.5. Air Quality As described in Part A, the Town is not in a non-attainment area. It is assumed no more detail on existing air quality conditions is needed.

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1.6. Visual Resources The CONSULTANT will prepare a Visual Assessment/Impact Analysis in support of the NEPA document. The assessment is described in more detail in the CONSULTANT's June 19, 2012 Scope of Work and Task Descriptions. The general steps of the assessment will be;

- Define project setting and viewshed.
- Identify key views for visual assessment.
- Analyze existing visual resources and viewer responses at these key views. This involves describing the visual character and visual quality and likely viewer responses based on viewer sensitivity and exposure. Note particularly important local viewer issues.

1.7. Cultural Resources

Historical Resources: Historic resources within the study area were identified in previous phases of the project. In 1996-1997, all properties that pre-dated 1946 were evaluated for National Register eligibility; however, at that time the study area was somewhat smaller than the existing one. In 2007 a consultant working within the existing study area, updated that data, as well as identified properties that appeared to be built between 1946 and 1960. Those resources were photographed, mapped and presented in a table that recommended the level of future effort should the resource be impacted. At this time, thirteen (13) of the previously completed inventory forms are more than ten (10) years old and will be updated. Eight (8) resources that were not previously inventoried, but now have reached the 50-year benchmark, will be inventoried. Also an amendment for the eligible Meredith Village Historic District will be prepared to reflect recommended boundary revisions.

Archaeological Resources: The archaeological scope of work will resume from the concluding recommendations from the completed "Pre-Phase I-A" archaeological study, dated May 2007. The study identified one area sensitive for Native American archaeological resources and multiple yard areas sensitive for Euroamerican archaeological resources. The CONSULTANT will provide a sensitivity assessment which will be comprised of the following tasks:

- Site review of archaeological site inventory (to confirm whether new sites have been registered)
- Review of the 2007 Phase IA pre-Contact-period cultural context and known sites, including a re-examination of the results in terms of vertical impacts.
- Comparison of the new area with 19th- and 20th-century maps
- Field inspection with preliminary coring of select areas along cross country alternatives or a proposed roundabouts

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- Report preparation that will identify areas sensitive for either pre-Contact or Euroamerican archaeological resources

The CONSULTANT will conduct the site file search in Concord to update site information in the project area. The CONSULTANT will review areas for Pre-Contact-period sensitivity, especially at any stream crossings. The CONSULTANT will review historic maps, secondary-source histories, photographs, and other archival material to define the land-use history over time. The CONSULTANT will overlay historic map data onto modern maps, to see where resources had once stood and where below-ground archaeological resources may be present.

As part of the Phase IA survey, the CONSULTANT will inspect the project area, especially at the historic mill race and at all stream crossings, including Hawkins Brook which flows beneath Route 25. The CONSULTANT will identify areas of possible sensitivity and will perform soil coring to see if natural soil horizons are present. The CONSULTANT's Phase IA assessment may result in the identification of additional sensitive areas not considered in the 2007 report.

- 1.8. Social and Economic Resources The socioeconomic setting was evaluated in Part A. The CONSULTANT will be responsible for the overview socio-economic analysis. The CONSULTANT will identify the socio-economic relationship between the study area transportation/circulation pattern and the businesses and residents within its immediate influence.
The CONSULTANT will also review existing Town, census, or other information sources to gather information needed to ensure environmental justice requirements are met. This involves determining the socio-economic and minority status of neighborhoods within the study area.
- 1.9. Hazardous Materials Part A involved a database search to identify areas with records of hazardous materials. Two of the sites require further review to determine the potential for contamination. In Part B, therefore, two Individual Site Assessments will be completed. The CONSULTANT will coordinate with the DEPARTMENT's hazardous materials specialists to confirm findings and determine future requirements.
2. Preliminary Engineering In support of the NEPA document several preliminary engineering tasks are required. The CONSULTANT will perform these tasks as described below.
 - 2.1. Preferred Alternative The CONSULTANT will develop the preferred alternative in sufficient detail to determine impacts to resources and adjoining properties. The intersections that may be developed in more detail include;

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- NH 104/US 3 Intersection
- US 3/NH 25 Intersection
- NH 25/Pleasant Street Intersection

Other intersections within the projects limits will be evaluated, but to a lesser degree of detail than the three listed above.

2.2. Engineering Report An Engineering Report will be prepared to summarize all relevant design elements of the project and alternatives. The report will follow the typical DEPARTMENT outline for Engineering Reports.

3. Potential Resource Impacts and Mitigation The purpose of this task is to identify impacts, potential measures to minimize or mitigate impacts, and possible resource enhancements that could be accommodated by the preferred alternative. The CONSULTANT will perform tasks as outlined in the June 19, 2012 Scope of Work and Task Descriptions for the following resources:

- Water-Based Resources, Groundwater, surface waters, floodplains, wetlands
- Land-Based Resources, Important Farmland Soils, active farmlands, public lands, trails and conserved lands
- Wildlife, wildlife habitat, fishery resources and rare species
- Noise
- Air Quality
- Visual Resources
- Cultural, Historical, Archaeological
- Social and Economic Resources
- Hazardous Materials
- Environmental Justice
- Construction Impacts
- Environmental Commitments

4. Section 4(f) and 6(f) The CONSULTANT will prepare a Section 4(f) evaluation that complies with applicable federal laws and regulations, including Section 4(f) of the Department of Transportation Act, 23 CFR 774, FHWA's *Section 4(f) Policy Paper*, and other resources as appropriate. The evaluation will include: a description of Section 4(f) resources; a description of any project "use" of the resources; an alternatives analysis, including a least overall harm analysis; measures to minimize harm; coordination activities with FHWA; and conclusions. Section 6(f) properties will be identified, and potential impacts to 6(f) properties will be quantified. Coordination for use of 6(f) properties will include one field meeting with the Department of Resources and Economic Development and additional coordination activities.

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5. Pre-Hearing Categorical Exclusion The Draft Categorical Exclusion will be in the form of an environmental study documenting project purpose and need; alternatives considered; basis for selection of the proposed action; description of the proposed action; natural, cultural, social, and economic resources; and impacts to resources. The Draft Categorical Exclusion will incorporate, either directly or by reference, the alternatives analysis and conclusions reached in Part A and in the subsequent selection of a preferred alternative. The document will also identify which environmental permits are required, but the actual permit applications will not be prepared in Part B; permit applications will be prepared during future final design work. The Draft Categorical Exclusion will include any environmental commitments, such as mitigation. The Section 4(f) evaluation, resource reports, agency correspondence, and public meeting summaries will be appended. An administrative Draft will be prepared for review by the DEPARTMENT and FHWA. After comments are addressed by the CONSULTANT, the Draft Categorical Exclusion will be submitted to the DEPARTMENT, FHWA, and all other parties as directed, for review. Twenty (20) copies of the Draft will be provided by the CONSULTANT.
6. Post-Hearing Categorical Exclusion Following review of the Draft Categorical Exclusion and comments receive at the Public Hearing, the CONSULTANT will meet with the DEPARTMENT and FHWA to go over comments. The CONSULTANT will then revise and resubmit the document. It is anticipated one (1) review round will be necessary. Ten (10) copies of the Final Categorical Exclusion will be provided to the DEPARTMENT as well as twenty (20) CD's of the document.

Public Participation

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

1. Prepare a Public Involvement Plan The CONSULTANT will prepare a Public Involvement Plan outlining all elements of the tasks listed below. The plan will include a detailed schedule of all activities.
2. Agency Coordination The CONSULTANT will meet with resource agencies at the DEPARTMENT's monthly resource agency meetings and at one field meeting. These will include three natural resource agency meetings: a meeting to introduce the project and present alternatives under consideration; a field meeting to review resources which may be impacted; and a final meeting to finalize and document consensus. In addition, one meeting each with the National Park Service and NH Department of Resources and Economic Development will be held.

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The CONSULTANT will attend up to five meetings with the NH Division of Historical Resources staff. The CONSULTANT will provide miscellaneous correspondence as needed to keep agencies apprised of progress and get their input. The CONSULTANT will invite resource agencies to selected Project Advisory Committee and public meetings, and will schedule time at these meetings, if needed, for agencies to explain their perspectives.

3. Project Advisory Committee Meetings The Project Advisory Committee, or some faction of it, formed in Part A will continue to function in Part B. The committee will consist of representatives from the Town of Meredith, Lakes Region Planning Commission, and neighboring towns. The Project Advisory Committee will provide advice, give input on issues and ways of addressing them, and assist in the development of the preferred alternative. Meetings will be held on a regular basis throughout the development of the study. It is anticipated a maximum of 6 committee meetings will be held during this part of the project. One of these meetings will be a full day workshop.

The CONSULTANT will perform the following tasks for each Project Advisory Committee meeting:

- Advance notification of all committee members, including an agenda via e-mail and correspondence to all committee members.
 - Preparation of presentation graphics, handouts, and support displays required for each committee meeting. Depending on the agenda, graphics could include large scale colored plans rolls, various design displays, power point presentation, computer visualization/renderings, landscape architectural perspectives/sketches of proposed alternatives, traffic simulations, and digital video preparation.
 - Lead technical portions of presentations relative to engineering, traffic, and environmental components of the project.
 - Preparation and distribution of meeting minutes to committee members.
4. Public Informational Meetings Two (2) Public Informational Meetings will be held (in addition to the Public Hearing) to involve the public and other interested parties (including identified Consulting Parties) in the project development process. The first Public Informational Meeting will take place once the screening has been completed, but before the preferred alternative is selected. It may be determined to use a workshop format for the meeting. The second Public Informational Meeting will focus on the preferred alternative and will occur prior to finalizing the environmental document during the NEPA process.
During each Public Informational Meeting a presentation will be given. Project graphics provided by the CONSULTANT will also be displayed for public viewing before and after the meeting.
 5. Project Website The CONSULTANT will update and maintain the project website (meredith3-25.com) that was developed in Part A. The website will be updated to reflect the new format used on

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the DEPARTMENT's website. The website will provide project information and updates (including project plans, meeting minutes, points of contact, project newsletters, future planned meetings and other key project information).

6. Project Newsletter The Consultant will prepare project newsletters that will be posted on the project website and will also be distributed by mail to key stakeholders, project abutters, resource agencies, special interest groups, and others as determined by the DEPARTMENT.
7. Public Hearing A formal Public Hearing will be held at the end of Part B for final approval of the preferred alternative and environmental document. A presentation will be given and graphics displayed for public viewing before and after the meeting. The CONSULTANT will prepare all graphics and meeting materials. The CONSULTANT will also assist the DEPARTMENT in addressing comments submitted at the hearing.

D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Right-of-way data, property lines and owners on prints of base plans (provided by the CONSULTANT).
2. Typical roadway cross-section data.
3. Existing and proposed utility locations and coordination with utility companies.
4. Geotechnical information, as needed.
5. Electronic files of the resource data collected in previous studies.
6. Crash data for US Route 3, NH Route 25, and NH Route 104 at its junction with US Route 3 (as needed).
7. Updated electronic Right-of-Way information (abstracting) for the Physical Study Limits.
8. Additional traffic count data as determined by the CONSULTANT.
9. Mapping from aerial photography supplemented by ground survey by the DEPARTMENT within the study area. The aerial mapping will cover from NH 106 (Parade Road) to Interlakes High School on NH 25 and the mapping based on ground survey will cover from the high school to the Center Harbor town line. The ground model will be delivered in MX format according to the NHDOT CAD/D Procedures and Requirements.
10. New high-resolution color orthorectified (to the x and y coordinate only) aerial photography completed by DEPARTMENT.

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E. WORK SCHEDULE AND PROGRESS REPORTS

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

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

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. The reporting system shall address costs and staff hours broken out by category of work tasks as outlined in the CONSULTANT'S fee proposal. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month.

F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

The submissions shall be as necessary in accordance with the study process and Environmental analysis as outlined above. Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. All plans, calculations, etc. shall be submitted using English units.

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

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

G. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part B professional services rendered under this AGREEMENT is September 25, 2015.

ARTICLE II

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

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

1. Actual salaries* approved by the DEPARTMENT paid to technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT. A list of those personnel working on the project with their classifications and current salary rates shall be submitted to the DEPARTMENT for approval. The rates of any additional personnel working on the project, if any, shall require written approval of the DEPARTMENT prior to working on the project. The CONSULTANT shall submit classifications and rates for any additional personnel a minimum of 14 days prior to using the additional personnel.

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

2. Costs that are directly applicable to the salaries, salary burden, and direct and indirect costs, including administration costs. These costs may be applied to only straight-time salary extensions where overtime is employed. These amounts shall be based on actual costs to the CONSULTANT for such items during the period of the AGREEMENT and those allowable in accordance with the applicable cost principles contained in Federal Acquisition Regulations Subpart 31.2 and Subpart 31.105. Further, any overtime required for this project shall have the prior written approval of the DEPARTMENT.
3. A fixed fee amount as shown in Article II, Section B for profit and non-reimbursed costs. The fixed fee shall be a negotiated amount based on the estimated risk to be borne by the CONSULTANT (maximum 10.00% of total labor + total overhead).
4. Reimbursement for direct expenses, including work performed by other parties, such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4,

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specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

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

The total amount to be paid under this AGREEMENT shall not exceed \$408,923.76, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and man-hour estimates of September 28, 2012), except by agreement of all parties made after supplemental negotiations, and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion by more than one (1) year, the general fee may be renegotiated; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work outlined in this AGREEMENT, as determined by the DEPARTMENT.

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

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

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

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

ARTICLE II

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

B. SUMMARY OF FEES

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

- a. Actual CONSULTANT'S salaries*, costs applicable to actual salaries, salary burden (direct and indirect), and administrative costs attributable to overhead, the sum of which is estimated at \$193,259.38. For billing purposes, salary burden and overhead costs are currently estimated at 175.00 % of actual salaries.
- b. A fixed fee to cover profit and non-reimbursed costs at \$19,325.94.
- c. Reimbursement for direct, out-of-pocket expenses estimated at \$ 10,550.00.
- d. Reimbursement for actual cost* of subconsultants estimated as follows:
 - Alternate Street Design, PA \$8,703.27.
 - Applied Economic Research \$24,824.77.
 - Carol R. Johnson, Inc. \$15,897.21.
 - Elizabeth Durfee Hengen \$54,800.08.
 - GZA GeoEnvironmental \$6,363.22.
 - Independent Archaeological Consulting, LLC \$18,671.73.
 - Project for Public Spaces \$18,157.25.
 - Resource Systems Group, Inc. \$38,370.91.

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

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

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C. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed \$408,923.76 unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the cost set forth under Article II, Section A and the CONSULTANT agrees to use its best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.
4. Change orders issued under this Contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

D. PAYMENTS

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

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with the project. The CONSULTANT shall assist with all necessary hearings as noted in Article I, Public Participation and the CONSULTANT's Part B Scope of Work and Task Description dated June 19, 2012.

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT.)

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ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA – CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 53 Regional Drive, Concord, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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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 therefore except as hereinafter provided:

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

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

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant." For subconsultants

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working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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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 negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

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

3. Insurance

a. Required Coverage

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

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

b. Proof of Insurance

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

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

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

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

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including 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

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of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (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

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REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

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

ARTICLE IV

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

Attachment 1

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

The CONSULTANT , 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: 5/30/13

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

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

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

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

Attachment 2

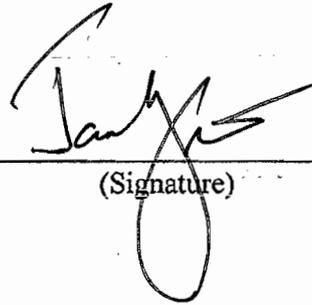
**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

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

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

5/30/13

(Date)

A handwritten signature in black ink, appearing to be "Sandy", written over a horizontal line. The signature is stylized and includes a large loop at the bottom.

(Signature)

Attachment 3

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

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

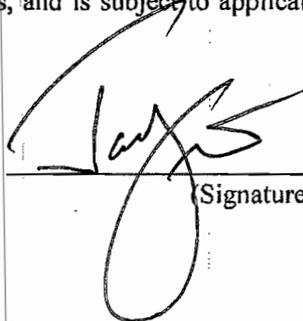
except as here expressly stated (if any):

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

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

5/30/13

(Date)



(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

William J. Cass, P.E.
Director of Project Development
NHDOOT

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

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

except as here expressly stated (if any):

6/7/13
(Date)

William J. Cass
(Signature)

Attachment 5

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

By: Shirley M. Monahan
Administrative Assistant

Dated: 5/30/13

CONSULTANT

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

Dated: 5/30/13

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Brown

Dated: 6/7/13

THE STATE OF NEW HAMPSHIRE

By: [Signature]
William J. Cass, P.E.
Director of Project Development
NH DOT
For DOT COMMISSIONER

Dated: 6/17/13

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: 6/11/13

By: [Signature]
Assistant Attorney General
John J. Contardi

Secretary of State

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

Dated: _____

Attest:
By: _____
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

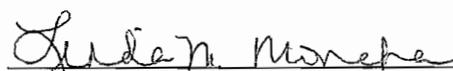
I certify that as a result of the action of the Board of Directors, James M. Festa, Senior Vice President/COO/Chief Engineer/Binghamton Regional Office Manager of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Meredith STP-F-X-0241(014), 10430, Part B, in the name 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 30th day of May 2013



Notary Public

LINDA M. MONAHAN
Notary Public, State of New York
No. 4968747
Residing in Broome County
My commission expires 7/2/14

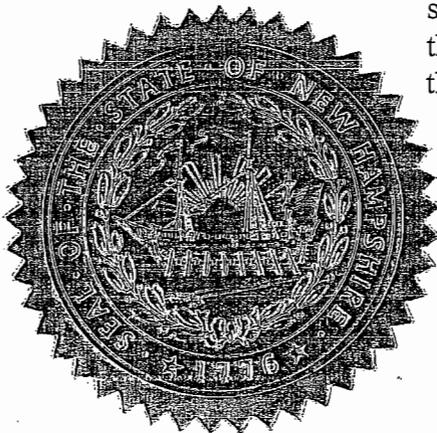
State of New Hampshire

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 16th day of April, A.D. 2013



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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2013

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 E-MAIL ADDRESS: renee@rjhanafininc.com	FAX (A/C No.): (607) 754-9797													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Compan</td> <td>19682</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER D: Hartford</td> <td>100</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Trumbull Insurance Company	27120	INSURER B: Hartford Fire Insurance Compan	19682	INSURER C: Hartford Casualty Insurance Co	29424	INSURER D: Hartford	100	INSURER E:		INSURER F:
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INSURER D: Hartford	100														
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER: 13-14 MASTER	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			01SBAAQ4699 (VT,)	1/1/2013	1/1/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		01SBAAQ4702 (NY)			MED EXP (Any one person) \$ 10,000
				01SBAAQ4704 (CT, NH, PA)			PERSONAL & ADV INJURY \$ 1,000,000
				GENERAL AGGREGATE \$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			01UECGF9204	1/1/2013	1/1/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		X				PROPERTY DAMAGE (Per accident) \$
				Uninsured motorist combined \$			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01XHJWZ3498	1/1/2013	1/1/2014	\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	01WBCPT5691	1/1/2013	1/1/2014	E.L. EACH ACCIDENT \$ 500,000
	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: Meredith STP-F-X-0241(014), 10430, Part B, MJ Project No. 16764.01

State of New Hampshire shall be named as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Transportation
P.O. Box 483
Concord, NH 03302-0483

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debbie Blanchard/LORI *Deborah K Blanchard*

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/17/2013

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.

INSURERS AFFORDING COVERAGE

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

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 (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				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

Meredith STP-F-X-0241(014), 10430, Part B, MJ Project No. 16764.01

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

The consultant selection process employed by the Department for this 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.

Twenty four consultant firms were considered for this assignment:

<u>Consultant Firm</u>	<u>Office Location</u>
The Louis Berger Group, Inc.	Manchester, NH
Clough Harbour & Associates LLP	Keene, NH
DMJM + Harris	Manchester, NH
Dufresne-Henry, Inc.	South Burlington, VT
Fay, Spofford & Thorndike, LLC	Bedford, NH
Fitzgerald & Halliday, Inc.	Hartford, CT
Gannett Fleming, Inc	Braintree, MA
Gorrill-Palmer Consulting Engineers, Inc.	Gray, ME
Hatch Mott MacDonald	Boston, MA
Greenman-Pedersen, Inc.	Nashua, NH
HNTB Corporation	Boston, MA
Holden Transportation Engineering	Concord, NH
HTA Consulting Engineers, Inc.	Manchester, NH
Jessemann Associates, P.C.	New London, NH
McFarland-Johnson, Inc.	Concord, NH & Binghamton, NY
Provan & Lorber, Inc.	Contoocook, NH
Rizzo Associates, Inc.	Manchester, NH
SEA Consultants, Inc.	Concord, NH
Smart Mobility	Norwich, VT
Urbitran Associates, Inc.	New Haven, CT
URS Corporation	Salem, MA
Vanasse Hangen Brustlin, Inc.	Bedford, NH
Weston & Sampson Engineers, Inc.	Portsmouth, NH
Wilbur Smith Associates	New Haven, CT

Ultimately, a short list from the above-listed consultant firms was rated on the basis of comprehension of the assignment, clarity of the proposal and interview, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment.

The firm of McFarland-Johnson, Incorporated has been recommended for this assignment. The firm has an excellent reputation and has demonstrated the capabilities to perform the necessary engineering and technical services for this contract. Background information on this firm is attached. The firm has assembled a well-qualified team of subconsultants with expertise and experience in the areas needed for this project.

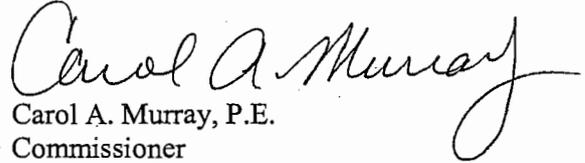
McFarland-Johnson, Incorporated has agreed to furnish the required services for a total amount not to exceed \$786,363.73. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished. Eighty percent (80%) of the cost will be borne by the Federal government and twenty percent (20%) of the cost will be borne by the State of New Hampshire.

This Agreement has been approved by the Attorney General as to form and execution. The Department has certified 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 detailed in the Requested Resolution.

Sincerely,



Carol A. Murray, P.E.
Commissioner

CAM/wjh
Attachment

Gene W. McCarthy, PE

Project Manager

GENERAL SUMMARY

Mr. McCarthy has extensive experience in transportation engineering, design, planning, and project management. His technical skills include design of roads, interchanges, and highways; preparation of interstate and interchange geometrics; preparation of detailed construction staging plans; and conducting constructibility analyses for major transportation projects. He has been involved with projects ranging from a \$5 million roadway-widening project to a \$1 billion bridge project. Mr. McCarthy is responsible for managing multi-disciplinary teams for complex highway projects.

REPRESENTATIVE EXPERIENCE

Interstate System Planning Study, Interstate 93, From Bow to Concord, NH -- Deputy Project Manager responsible for the management of the engineering efforts and technical team. The initial phase of this project will study a range of alternatives for adding capacity to Interstate 93 through Bow and Concord, NH. The project includes assessment of Interstate 93 transportation network improvements, macro environmental analysis and traffic demand modeling and analysis. The project includes a comprehensive public participation program. *Project Owner: New Hampshire Department of Transportation (NHDOT)*

Route 262/Warren Avenue/I-880 Interchange, Fremont, CA -- Deputy Project Manager for the preliminary engineering and environmental studies of freeway-to-freeway interchange and interstate widening project. Responsible for the development of design concepts to improve the regional and local movement of traffic in the vicinity of the interchange. Also responsible for the coordination of a multi-disciplinary team that prepared cost estimates, traffic operations analyses, HOV connector studies, traffic control concepts, and environmental assessment. Also served as Project Manager for final design. Responsible for managing a team that provided structures design, geotechnical investigations and right-of-way engineering services.

State Route 68 Corridor Study, Monterey County, California -- lead designer responsible for preparation of horizontal and vertical alignments, cost estimates, and a Project Report (PR) for two 11.5-mile freeway alignments connecting the cities of Monterey and Salinas studied as part of a tier 1 environmental impact study.

San Francisco-Oakland Bay Bridge, Caltrans, San Francisco and Alameda Counties, CA -- Project Engineer responsible for developing alignment options and traffic control for the replacement of the east span of the Bay Bridge (Interstate 80). The east span was damaged in the 1989 Loma Prieta earthquake; the replacement is a combination viaduct and suspension bridge. Options included studying alignments on both sides of the existing bridge. Traffic control focused on maintaining traffic on this vital regional interstate while allowing for the construction of the new bridge. Sixteen nighttime closures will be required.

Highway and Intersection Improvements, US 3 and NH 11 near West Bow Intersection, Franklin, NH -- Project Engineer responsible for the design and review of roadway design plans. This project involved the preliminary and final design of 0.4 miles of highway reconstruction and widening. The design included a new storm drain system, traffic signals, addition of turning lanes, access control improvements and extensive utility relocations. Right-of-way plans were also developed. *Project Owner: New Hampshire Department of Transportation (NHDOT)*

Highway and Intersection Improvements, US 3 and NH 11 near the Intersection with Kendall, Franklin, NH -- Project Engineer responsible for the design and review of highway design tasks. This project involved the preliminary and final design of 0.2 miles of roadway reconstruction and widening. New traffic signals were installed along with a new storm drain system. Full right-of-way plans were also developed. *Project Owner: New Hampshire Department of Transportation (NHDOT)*



Airport Access Road Design, Manchester Airport from the FE Everett Turnpike, Manchester, NH -- Senior Project Engineer responsible for the design of alignments, drainage, and traffic control plans. This project involves the design of a new airport access road. The project site includes approximately 2 1/2 miles of new roadway, multiple ramps and side roads, a new 1200-foot bridge crossing the Merrimack River, five additional bridges and a single point diamond interchange. *Project Owner: New Hampshire Department of Transportation (NH DOT)*

Highway Reconstruction and Bypass Design, Route 111, Windham and Salem, NH -- Deputy Project Manager responsible for assisting with the management and review of highway design tasks. The project involved the design of roadway and side road modifications, including three bridges, noise walls, and other minor structures. The scope of services included two wetland and two vernal pool mitigation sites, six signalized intersections, and nine detention basins. *Project Owner: New Hampshire Department of Transportation (NH DOT)*

EDUCATION

BSCE - San Jose State University / Civil Engineering / 1988

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

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

7-28-05

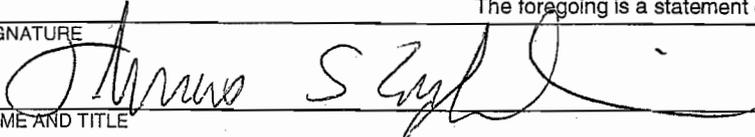
2a. FIRM (OR BRANCH OFFICE) NAME McFarland-Johnson, Inc.			3. YEAR ESTABLISHED 1994	4. DUNS NUMBER 94-188-7077
2b. STREET Concord Center, 10 Ferry Street, Unit 11, Suite 210			5. OWNERSHIP	
2c. CITY Concord	2d. STATE NH	2e. ZIP CODE 03301	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE John Dickey, Regional Office Manager			b. SMALL BUSINESS STATUS No	
6b. TELEPHONE NUMBER 603-225-2978 x108		6c. E-MAIL ADDRESS jdickey@mjinc.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	19	2	A01	Acoustics; Noise Abatement	2
08	CADD Technician	12	5	A05	Airports; Nav aids; Airport Lighting;	3
12	Civil Engineers	9	5	A06	Airports; Terminals; Hangers; Freight	3
15	Construction Inspectors	9	0	B02	Bridges	6
18	Cost Engineer/Estimator	2	1	G01	Garages; Vehicle Maintenance Fac.	2
19	Ecologist	0	0	E09	Environmental Impact Studies,	4
20	Economists	2	0	H07	Highways; Streets; Airfield Paving;	6
21	Electrical Engineers	5	0	I01	Industrial Buildings; Manufacturing	2
23	Environmental Engineer	1	1	L06	Lighting (Exteriors; Street; Memorials;	3
24	Environmental Scientist	5	1	M08	Modular Systems Design; Prefab	2
34	Hydrologists	1	0	R03	Railroad and Rapid Transit	4
38	Land Surveyor	3	0	S09	Structural Design; Special Structures	4
39	Landscape Architects	1	1	S13	Stormwater Handling & Facilities	3
42	Mechanical Engineers	6	0	T03	Traffic & Transportation Engineering	3
47	Planners: Urban/Regional	5	0	W01	Warehouses & Depots	2
55	Soils Engineers	1	0	W02	Water Resources; Hydrology; Ground	1
56	Specifications Writers	0	0			
57	Structural Engineers	13	5			
60	Transportation Engineers	11	4			
	Other Employees	5	2			
	Total	110	27			

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 7/19/2005
c. NAME AND TITLE	

Thomas Coughlin, President/Chief Executive Officer