



**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



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Beaulieu

**CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER**

**JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER**

Bureau of Highway Maintenance
November 25, 2014

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 AECOM Technical Services, Inc., Manchester, NH and Los Angeles, CA, Vendor #174742, for a total fee not to exceed \$262,406.09, to study New Hampshire's sixteen state-owned Welcome Information Centers, effective upon Governor and Council approval through November 30, 2015. 100% Federal Funds.

Funding is available as follows:

04-96-96-962515-2944	<u>FY 2015</u>
SPR Planning Funds	
046-500463 Eng Consultants Non-Benefit	\$262,406.09

EXPLANATION

The Department requires engineering consulting services to conduct a detailed planning study for New Hampshire's sixteen state-owned Welcome Information Centers (WIC) (rest areas and welcome centers). This study will assess existing WIC's and recommend the appropriate number, size and location of WIC's that are needed to support New Hampshire traveler needs. The work will include assessment of traveler uses and needs, identification of deficiencies and opportunities, and the development of improvement options and recommendations to meet future needs of travelers through the year 2035. This study is intended to inventory and evaluate the overall statewide program of public state-owned WIC's facilities in New Hampshire, and rate these facilities based upon level of priorities for public use, with the goal of determining the appropriate number, size and location of facilities to support New Hampshire traveler needs. The study will evaluate the distances to alternative public and/or private facilities, the facility's egress and access, adequacy of existing vehicle parking (cars, trucks and buses), safety and security measures, traffic demand (peak and capture rates), site circulation, importance to State tourism promotional function, seasonal use, facility general building conditions, facility amenities, structural condition, service to the public, environmental issues, overall quality and image. The study will consider each facility's potential for revenue generation, restrictions, and assessment of operational costs as to benefits derived from the facility (benefit/cost). This study will involve conducting user interviews/surveys and focus group interviews of specific rest area user groups. In addition, the study will evaluate future needs of preservation, expansion, and/or new facilities. The study shall take into account the ability for public and/or private partnerships and funding opportunities. This work will include traffic forecasts, review of aerial photographs and environmental site evaluations.

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for a detailed planning study for New Hampshire's sixteen state-owned Welcome Information Centers. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on March 27, 2013, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on May 9, 2013 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on May 28, 2013 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on July 11, 2013 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

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

Consultant Firm

AECOM Technical Services, Inc.
CDM Smith Inc.
CHA
 Fay, Spofford & Thorndike, LLC
 Vanasse Hangen Brustlin, Inc.

Office Location

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

The firm of AECOM Technical Services, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment by having satisfactorily completed the Part A planning-level study for this project. Background information on this firm is attached.

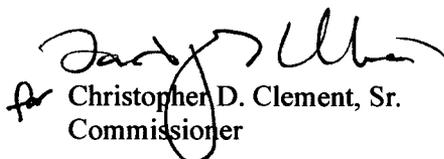
AECOM Technical Services, Inc. has agreed to furnish the required services for a total fee not to exceed \$262,406.09. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

This 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.

This project funding is 80% federal funds with 20% state match. Turnpike toll credit is being utilized for match requirements, effectively using 100% federal funds. The use of Toll Credits for this project was approved by the Capital Budget Overview Committee on June 24, 2014 (approval letter attached).

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

Sincerely,


 for Christopher D. Clement, Sr.
 Commissioner

manda

ARCHITECT – ENGINEER QUALIFICATIONS

1 SOLICITATION NUMBER (if any)

New

PART II - GENERAL QUALIFICATIONS

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

4. FIRM (OR BRANCH OFFICE) NAME AECOM Technical Services, Inc.		5a. ESTABLISHED 1970	5b. DUNS NUMBER 003184462 (ATS HQ DUNS)
6. STREET 1000 Elm Street, 8th Floor		7. CITY AND STATE ZIP Manchester NH 03101	
8. POINT OF CONTACT NAME AND TITLE Marc W. Morin, PE – Office Manager		9. SMALL BUSINESS STATUS Corporation 1-12-12 Large	
10. TELEPHONE NUMBER (603-) 6222978		11. E-MAIL ADDRESS marc.morin@aecom.com	
8a. FORMER FIRM NAME(S) (if any) Former names and/or names of affiliated companies of AECOM Technical Services, Inc.: AECOM USA, Inc. (formerly DMJM Harris); Metcalfe + Eddy (M&E)		8b. YR. ESTABLISHED AECOM USA: 2009 DMJM Harris: 1930 M&E: 1907	8c. DUNS NUMBER AECOM USA, Inc. (DMJM Harris): 623160400 M&E: 127090947

9. EMPLOYEES BY DISCIPLINE

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

Function Code	Discipline	Total Employees		Experience	Revenue (Million \$)
		FIRM	BRANCH		
12	Civil Engineer	1,350	5	A05 Airports; Navaid; Airport Lighting; Aircraft Fueling	10
15	Construction Inspector	401	1	A06 Airports; Terminals and Hangars; Freight Handling	10
16	Construction Manager	350	2	A09 Anti-Terrorism/Force Protection	8
24	Environmental Scientist	630	6	B02 Bridges	10
32	Hydraulic Engineer / 34 Hydrologist	55	3	C15 Construction Management	10
48	Project Manager [subset of other categories]	[1,034]	[5]	C18 Cost Estimating / E08 Engineering Economics	8
50	Risk Assessor / 59 Toxicologist	24	1	D04 Design-Build – Preparation of RFPs	8
62	Water Resources Engineer	136	2	E03 Electrical Studies and Design	7
				E07 Energy Conservation, New Energy Sources	10
				G01 Garages; Vehicle Maint. Facilities; Parking Decks	8
				H07 Highways; Streets; Airfield Paving; Parking Lots	10
				I04 Intelligent Transportation Systems	8
				P05 Planning (Community; Regional; Areawide & State)	10
				P06 Planning (Site; Installation; Project)	9
				P12 Power Generation; Transmission; Distribution	8
				R03 Railroad; Rapid Transit	10
				R06 Rehabilitation (Buildings; Structures; Facilities)	9
				S09 Structural Design; Special Structures	8
				S11 Sustainable Design [subset of other categories]	[10]
				S13 Stormwater Handling & Facilities	8
	Other Employees	9,502	1	T03 Traffic & Transportation Engineering	10
	U.S. Total	12,448	21	T06 Tunnels & Subways	9

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

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

(Insert revenue index number shown at right)		1. Less than \$100,000	6. \$2 million to less than \$5 million
a. Federal work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
b. Other Federal work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
c. Total Work	10	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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

5. SIGNATURE  6. DATE **December 2011**

Raynette R. Takizawa Vice President, Marketing Services – Government Technical Services

PROJECT: Statewide Rest Areas and Welcome Center Study

DESCRIPTION: Detailed planning study for New Hampshire's sixteen (16) state-owned Welcome Information Centers (WIC) (rest areas and welcome centers). This study will assess existing WIC's and recommend the appropriate number, size and location of WIC's that are needed to support New Hampshire traveler needs. Work involved will include assessment of traveler uses and needs, identification of deficiencies and opportunities, and develop improvement options and recommendations to meet future needs of travelers through the year 2035. This study is intended to inventory and evaluate the overall statewide program of public state-owned WIC's facilities in New Hampshire, and rate these facilities based upon level of priorities for public use. The study shall evaluate the distances to alternative public and/or private facilities, the facility's egress and access, adequacy of existing vehicle parking (cars, trucks and buses), safety and security measures, traffic demand (peak and capture rates), site circulation, importance to State tourism promotional function, seasonal use, facility building conditions, facility amenities, structural condition, service to the public, environmental issues, overall quality and image. The study shall consider each facility's potential for revenue generation, restrictions, and assessment of operational costs as to benefits derived from the facility (benefit / cost). This study will involve conducting user interviews/surveys and focus group interviews of specific rest area user groups. This work will include performing traffic forecasts, topographic mapping, environmental site evaluations, identification of traveler needs of each corridor, evaluation of future levels of service and parking, and recommendation of under-utilized facilities. In addition, the study will evaluate future needs of preservation, expansion, and/or new facilities. The Consultant will also be required to assist the Department in the public involvement process.

Services Required: PLAN, CIVL, ENV, TRAF, RDWY

SUMMARY

AECOM	1	1	1	1	1	1		6
CDM Smith	3	3	2	2	2	3		15
CHA	2	2	3	3	3	2		15

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	WEIGHT	AECOM	CDM Smith	CHA
Comprehension of the Assignment	20%	15	17	16
Clarity of the Proposal	20%	18	17	16
Capacity to Perform in a Timely Manner	20%	18	16	18
Quality & Experience of Project Manager/Team	20%	16	17	17
Previous Performance	10%	9	8	9
Overall Suitability for the Assignment*	10%	9	8	8
Total	100%	95	83	87

*Includes usage, quality and experience of subconsultants proposed and proven experience

- Ranking of Firms:
1. AECOM
 2. ~~CDM Smith~~ CHA
 3. CDM Smith

Rating Considerations	Scoring of Firms			
	WEIGHT	AECOM	CDM Smith	CHA
Comprehension of the Assignment	20%	18	15	16
Clarity of the Proposal	20%	18	15	16
Capacity to Perform in a Timely Manner	20%	17	16	16
Quality & Experience of Project Manager/Team	20%	17	16	17
Previous Performance	10%	9	7	9
Overall Suitability for the Assignment*	10%	9	7	8
Total	100%	88	76	82

*Includes usage, quality and experience of subconsultants proposed and proven experience

- Ranking of Firms:
1. AECOM
 2. CHA
 3. CDM Smith

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	WEIGHT	AECOM	CDM Smith	CHA
Comprehension of the Assignment	20%	19	18	17
Clarity of the Proposal	20%	19	18	17
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	19	18	18
Previous Performance	10%	8	8	9
Overall Suitability for the Assignment*	10%	10	9	8
Total	100%	93	89	87

*Includes usage, quality and experience of subconsultants proposed and proven experience

Ranking of Firms: 1. AECOM
2. CDM Smith
3. CHA

Rating Considerations	Scoring of Firms			
	WEIGHT	AECOM	CDM Smith	CHA
Comprehension of the Assignment	20%	20	19	17
Clarity of the Proposal	20%	19	19	19
Capacity to Perform in a Timely Manner	20%	19	19	18
Quality & Experience of Project Manager/Team	20%	18	18	18
Previous Performance	10%	9	9	10
Overall Suitability for the Assignment*	10%	10	9	8
Total	100%	95	93	90

*Includes usage, quality and experience of subconsultants proposed and proven experience

Ranking of Firms: 1. AECOM
2. CDM Smith
3. CHA

Rating Considerations	Scoring of Firms			
	WEIGHT	AECOM	CDM Smith	CHA
Comprehension of the Assignment	20%	19	19	18
Clarity of the Proposal	20%	20	20	19
Capacity to Perform in a Timely Manner	20%	19	18	18
Quality & Experience of Project Manager/Team	20%	18	18	16
Previous Performance	10%	10	10	8
Overall Suitability for the Assignment*	10%	9	9	8
Total	100%	95	94	87

*Includes usage, quality and experience of subconsultants proposed and proven experience

Ranking of Firms: 1. AECOM
2. CDM Smith
3. CHA

Rating Considerations	Scoring of Firms			
	WEIGHT	AECOM	CDM Smith	CHA
Comprehension of the Assignment	20%	18	18	16
Clarity of the Proposal	20%	18	14	18
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	18	18	16
Previous Performance	10%	8	8	8
Overall Suitability for the Assignment*	10%	10	6	8
Total	100%	90	82	84

*Includes usage, quality and experience of subconsultants proposed and proven experience

Ranking of Firms: 1. AECOM
2. CHA
3. CDM Smith

STATEWIDE REST AREA AND WELCOME CENTER STUDY

X-A003(970)

29173

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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 17 day of April in the year 2014 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 AECOM Technical Services, Inc. with principal place of business at 515 S. Flower St., Suite 1050, in the City of Los Angeles, State of California, and 1000 Elm Street, Suite 802, in the City of Manchester, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to study New Hampshire's sixteen (16) state-owned Welcome Information Centers.

The DEPARTMENT requires professional services to assess existing Welcome Information Centers and recommend the appropriate number, size, and location of Welcome Information Centers that are needed to support New Hampshire traveler needs. These services are outlined in the CONSULTANT'S Technical Proposal dated June 20, 2013, and Scope of Work with Fee Proposal dated January 6, 2014 and revised April 21, 2014, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

This project consists of a detailed planning study for New Hampshire's sixteen (16) state-owned Welcome Information Centers (WIC) (rest areas and welcome centers). This study will assess existing WIC's and recommend the appropriate number, size and location of WIC's that are needed to support New Hampshire traveler needs.

B. SCOPE OF WORK

The work will include assessment of traveler uses and needs, identification of deficiencies and opportunities, and the development of improvement options and recommendations to meet future needs of travelers through the year 2035. This study is intended to inventory and evaluate the overall statewide program of public state-owned WIC's facilities in New Hampshire, and rate these facilities based upon level of priorities for public use, with the goal of determining the appropriate number, size and location of facilities to support New Hampshire traveler needs. The study shall evaluate the distances to alternative public and/or private facilities, the facility's egress and access, adequacy of existing vehicle parking (cars, trucks and buses), safety and security measures, traffic demand (peak and capture rates), site circulation, importance to State tourism promotional function, seasonal use, facility general building conditions, facility amenities, structural condition, service to the public, environmental issues, overall quality and image. The study shall consider each facility's potential for revenue generation, restrictions, and assessment of operational costs as to benefits derived from the facility (benefit /cost).

This study will involve conducting user interviews/surveys and focus group interviews of specific rest area user groups. In addition, the study will evaluate future needs of preservation, expansion, and/or new facilities. The study shall take into account the ability for public and/or private partnerships and funding opportunities. This work will include traffic forecasts, review of aerial photographs and environmental site evaluations.

C. PROJECT TASKS

Task 1 - GIS Mapping

The CONSULTANT shall develop a GIS database and base map showing the location of the existing rest areas and welcome centers in the state. The CONSULTANT shall prepare GIS maps for each major Interstate/Turnpike/NHS highway corridor where rest areas and welcome centers exist. The GIS base mapping shall also identify where areas of limited service exists based on proximity to existing off-

ARTICLE I

highway traveler amenities. Distances between traveler amenity opportunities shall be examined based on state of practice protocols.

Task 2 - Traffic Study

The CONSULTANT's work shall include developing and conducting a traffic count and data collection program to understand the traffic activity and composition at the various facilities. This shall document the overall demand for each site, classification (car, small truck, bus, large truck, etc.), driver and vehicle profile (long-distance vs. local, commuter vs. tourists, etc.) to assess the profile of the users of the facilities.

2.1 Rest Area / WIC Traffic Counts

The CONSULTANT shall conduct traffic counts using automatic traffic recorders (ATRs) at all ramps entering each of the 12 open WICs. Counts will be coordinated with the DEPARTMENT to capture the three WICs that are open seasonally. Counts will not be conducted at the four WIC's that are currently closed. Counts will be conducted for 7 consecutive days and will include vehicle classification.

The CONSULTANT shall conduct new traffic and vehicle classification counts on mainline roadways at up to 10 locations (single direction) where existing traffic count data is insufficient. The new counts will be conducted using ATRs that will be placed for 7 consecutive days. The CONSULTANT shall coordinate with DEPARTMENT for the need for police escort for the placement of ATRs on interstates and state highways. Seasonal adjustments will be made to raw traffic count data based on discussions with the DEPARTMENT.

The New Hampshire Department of Resources and Economic Development (DRED) will provide the CONSULTANT with person counts at each WIC. This information will be used to calculate visitor rates and estimate vehicle occupancy rates.

2.2 Summarize Existing Traffic data

Rest area traffic counts shall be compared with the mainline counts to determine a "capture" rate for each existing facility at various times of the day and on various days. Daily and peak hour volumes and vehicle classification shall be summarized for each open WIC. Person trips and vehicle occupancy shall be summarized for each open WIC. Data shall be summarized in tables and figures.

2.3 Develop Future Traffic and Visitor Projections

The CONSULTANT shall develop future (year 2035) traffic volume forecasts for each of the WICs and adjacent mainline roadways. A straight-line projection method shall be used and will be confirmed with the DEPARTMENT. The future traffic growth rate for each study roadway shall be identified. Seasonal adjustments shall be applied as necessary. Future daily and peak traffic volumes for each study roadway shall be calculated and summarized.

ARTICLE I

The CONSULTANT shall calculate future capture rates for each existing WIC. Potential future capture rates shall also be estimated for each of the four currently closed WICs. Daily and peak hour volumes and vehicle classification shall be summarized for the 16 WICs. Person trips and vehicle occupancy shall be summarized for each open WIC. Seasonal adjustments shall be made as necessary.

2.4 Summarize Future Traffic Data

The findings of Task 2 shall be summarized in a technical memorandum that will include necessary tables, figures, and an appendix.

Task 3 - Driver Profile Survey

The CONSULTANT shall assist DEPARTMENT to adapt existing driver profile survey to be administered by DRED to determine users of the facilities including local, commuter, tourist, business, users, etc. This survey shall also include ratings of amenities at the rest area/welcome center, condition of the facility, and reason the facility is being used.

3.1 Develop and Administer Survey

The CONSULTANT shall adapt survey questions from previous rest area surveys in other states to develop a survey for this project. The CONSULTANT shall assist the DEPARTMENT and DRED to identify the survey purpose and goals, desired target response rates, survey locations, times, and season for this project. The CONSULTANT shall adjust the survey based upon the DEPARTMENT and DRED review.

The CONSULTANT shall adapt (e.g., change place names) a recently completed rest area survey instrument and refine it based on one round of comments from DEPARTMENT and DRED. The survey shall include the following, to the extent possible without developing substantially new survey questions:

- Ages and household income of family or individual
- Number of travelers in group
- Reasons for travel
- Reasons for stopping
- Origin zip code and destination of traveler
- Perceptions of facility conditions and amenities
- Image of area
- Time of year the survey was taken

The CONSULTANT shall provide the DEPARTMENT with electronic copy of the survey instrument in MS Word format. The DEPARTMENT/DRED will print hardcopies for one-on-one on-site administration and the DEPARTMENT will program the survey to administer website return surveys. No mail-back surveys will be developed by the CONSULTANT or the DEPARTMENT.

ARTICLE I

The DEPARTMENT/DRED will perform driver profile surveys for one season at up to five locations which will consist of two locations on I-93, one each on I-95 and I-89 and one additional location such as at North Conway (NH 16) or Colebrook (US 3) rest areas. Up to three days of survey administration at each of the five survey WICs will be conducted to meet target responses. Survey sampling will occur consecutively within a 30-day time frame. The CONSULTANT shall review and comment on survey implementation instructions developed by the DEPARTMENT.

The CONSULTANT will develop an MS Excel file for hardcopy survey data entry and provide it to the DEPARTMENT/DRED. The DEPARTMENT will enter the hardcopy survey data into the Excel file and the DEPARTMENT will merge website return survey into the Excel file in same format as hardcopy survey data. The DEPARTMENT will provide the CONSULTANT with an Excel spreadsheet containing all survey data in a consistent format.

3.2 Summarize Results

The results of driver profile surveys shall be summarized in tables and/or graphics by CONSULTANT.

Task 4 - Parking Use

4.1 Inventory Existing Parking

Parking counts shall be conducted at all open WICs to assess the existing parking supply/demand relationship at various times of day, days of week and by vehicle parking demand type. The CONSULTANT shall review each of the 16 WIC site plans to identify number of spaces by type and location, and restrictions. The DEPARTMENT will record parked vehicles at up to three different times on a weekday at the 12 open WICs. Parked vehicles will be recorded for one midday period on one weekend day at the 12 open WICs. The CONSULTANT shall provide the DEPARTMENT with data collection sheets and instructions. Exact survey days and times will be confirmed.

The CONSULTANT shall record overnight truck parking on one early weekday morning period at the Hooksett, Salem, Sutton, and Littleton WICs, unless otherwise directed. The need for security or police presence will be discussed with DEPARTMENT. The exact survey days and times will be developed based on traffic count data and confirmed by the DEPARTMENT and DRED. Parking supply and demand at each WIC will be summarized by CONSULTANT including tables and graphics.

4.2 Future Truck Parking Demand

The CONSULTANT shall use the FHWA truck demand model methodology to estimate future truck parking demand for each of the WICs, and summarize the results in tables.

ARTICLE I

Task 5 – Inventory Sites and review Existing Data

The CONSULTANT shall conduct a review and analysis of the uses and needs for each WIC facility, the general physical condition and operations of the current rest areas and welcome center facilities and infrastructure statewide, including the safety and environmental concerns and aspects of each facility.

5.1 Develop WIC Checklist Template

The CONSULTANT shall identify the site characteristics to assess at each location and confirm them with DEPARTMENT. The final list of site characteristics shall be used to develop the matrix checklist. Elements shall include site characteristics, building characteristics, services provided, and administrative characteristics.

5.2 Environmental Assessment

The CONSULTANT shall review State Granit System and NHDES state databases to identify previous reported actions and remediation status, known/potential pollutant resources, and other environmental conditions at each WIC facility. The two Hooksett facilities will not be reviewed as they are planned to be redeveloped in the next few years. Phase I assessments will not be performed.

The CONSULTANT shall also review historic information to determine site use and work practices. This work shall also include identifying where suspected or confirmed pollutant releases on nearby properties have occurred. This work shall include a site walk-over inspection of the WIC facility to observe the site for potential sources of pollutants and other regulated substances currently existing at the site.

5.3 On-Line and File Research

The DEPARTMENT/DRED will research multiple on-line sources for environmental information including NHDOT, NHDES, DRED, and the regional planning commissions. Information expected to be obtained from these resources may include, but not be limited to, wetland and water resources, natural heritage and habitat communities, open space and recreational facilities, institutions / other public uses, coastal resources, wastewater and solid waste issues, planning and mitigation efforts.

5.4 Tourism Research

The CONSULTANT shall summarize the tourism and program information provided by the DEPARTMENT/DRED for each WIC and statewide.

5.5 Operating Costs and Staffing

The CONSULTANT shall summarize the operating costs and staffing information for each WIC provided by the DEPARTMENT/DRED. This will include season and hours of operation, manned/unmanned, contract agreements, operating costs, and maintenance records.

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5.6 Site Visits

The CONSULTANT shall perform a field review for all rest areas and welcome centers to view the sites, assess conditions, identify key problems and assess the general operation of each facility.

The following information shall be collected at the site visits:

Site Characteristics

- General layout
- Adjacent uses
- Utilities
- Environmental resources
- Parking
- Access and circulation
- Traffic and pedestrian operations
- Historic site uses
- Site security

Building Characteristics

- Size
- Floor Plan
- Architectural elements and style
- Condition
- Handicap access

Services Provided

- Retail services
- Restrooms including toilets and urinals
- Tourist information
- Vending machines
- Wi-Fi
- News stands
- Water fountains
- Lottery machines

Staffing

- Employees/volunteers

To maintain consistency when inventorying each site the CONSULTANT shall use one 3-person team of senior staff members. A DEPARTMENT and DRED representative(s) will attend each of the

ARTICLE I

field visits. The CONSULTANT shall summarize the collected information at each of the 16 existing facilities.

Task 6 - Benchmarking

The CONSULTANT shall perform an analysis to review the current operations and practices of the WIC's and evaluate them based on how WIC's are being managed in the industry, and determine if there are changes needed to the current operations and if a new strategy may provide an improved way to service the customers, provide potential revenue, and/or reduce costs. This work shall include a review of similar facilities in 4 to 5-other states that have demonstrated innovative practices, as well as providing a series of interviews with key individuals inside and outside of the state with experience in WIC operations and practices.

The information obtained from benchmarking states will include:

- Spacing between facilities
- Location of facilities, borders, etc.
- Types – rest areas, welcome centers, truck facilities
- Types of services and amenities
- Programs used to off-set operations costs
- Limitations of use and funding restrictions

The CONSULTANT shall summarize the results of the interviews and review of benchmarking states and the results will be used to compare with current NHDOT operations.

Task 7 - Evaluate Existing and Future Conditions

The CONSULTANT shall analyze the findings of Task 1 through 6 to identify existing and future deficiencies at each WIC, identify gaps in service, identify new strategies and recommendations and identify potential for new revenue or reduced costs. System-wide deficiencies and needs shall also be evaluated.

7.1 Evaluate/Summarize Existing Conditions at each WIC

The CONSULTANT shall evaluate the following for each location:

- Site inspection data
- Analysis of site plans and building plans
- Analysis of maintenance records for trends
- Analysis of natural resources
- Analysis of adjacent land uses
- Analysis of DEPARTMENT and NHDES environmental data
- Review of site utilities and services
- Analysis of site geometrics for roadways, ramps and vehicle/pedestrian circulation

ARTICLE I

- Analysis of parking
- Analysis of adequacy of site security and surveillance resources
- Review operating costs and staffing needs
- Develop site use profile for each facility for classification by use category
- Distance to alternative public and/or private facilities

7.2 Develop Individual Site Recommendations

The CONSULTANT shall prepare and submit individual evaluations of the 16 existing facilities (rest areas and welcome centers). The evaluations shall identify major problems to be addressed, short and long-term actions, and significant changes in facility size, operations, and layout. Each individual evaluation shall include:

- Site description;
- Analysis results and identified issues and deficiencies;
- Develop recommendations regarding existing facility locations including the assessment of operational costs to benefits derived from the facility (benefit /cost); and
- Recommendations of under-utilized facilities.

7.3 Evaluate Issues, Gaps in Service and Service Needs System-Wide

The CONSULTANT shall perform an evaluation of alternatives regarding facility needs and location, including the potential for consolidating and/or relocating existing facilities, as well as for additional facilities at new locations. The analysis shall consider rights-of-way, environmental sensitivity, adjacent land use, opportunities to partner with other public or private entities to provide needed services, traffic volumes including vehicle classes, parking demand, traffic/driver profiles, and facility style and design.

7.4 Evaluate Tourism Service Needs

The CONSULTANT shall evaluate tourism service and needs at each of the locations. Services and funding of the WICs shall be compared with tourism programs at other state agencies and with benchmark states. Recommendations shall be developed for the WIC system as a whole.

7.5 Develop System-Wide Recommendations

The CONSULTANT shall conduct an evaluation of the requirements of the traveling public for the types of services needed statewide. The CONSULTANT shall develop recommendations for facility standards for the effectiveness of the system of rest area and welcome center facilities as a whole. This shall include recommendations of expansion/reduction or consolidation of facilities or potential new locations for facilities; changes needed to the current operations; tourism services; potential methods of revenue generation; the addition of the upgraded Hooksett facilities; and/or reduced costs.

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7.6 Evaluate Cost Benefits of Recommendations

The CONSULTANT shall develop a preliminary cost-benefit analysis of the site specific and system-wide recommendations outlined in sub-tasks 7.2 and 7.5, respectively.

Task 8 – Public Outreach

The CONSULTANT shall conduct a dynamic public outreach effort through a series of stakeholder and public informational meetings. The CONSULTANT shall prepare presentation graphics, handouts and support displays, and make presentations and draft the meeting minutes.

8.1 Establish Public Involvement Plan

The CONSULTANT shall develop a draft Public Involvement Plan that will be reviewed by DEPARTMENT. The plan shall include all elements of the public process including meetings, newsletters, and the website. The final plan shall address DEPARTMENT comments.

8.2 Public Communication

The DEPARTMENT will develop, update, and maintain a project website for dissemination of project information, such as meeting minutes, reports and schedules. This work will include tracking all comments and responses, and develop responses to comments/questions with help of the CONSULTANT. The CONSULTANT shall provide input to the DEPARTMENT in website development and support to the DEPARTMENT for website maintenance in the form of content suggestions. The CONSULTANT shall prepare meeting notices, handouts, and meeting materials. The CONSULTANT shall also take and distribute meeting minutes.

8.3 Stakeholder Meetings

The CONSULTANT shall conduct a total of seven (7) public outreach meetings, one at each of the Regional Planning Commissions areas in the study area. These meetings will be held to present existing conditions and to hear issues, concerns and ideas from stakeholders. The public participation shall be accomplished in coordination with DRED, the Regional Planning Commissions, and the municipality that the facility is located in.

8.4 Focus Group Meetings

The CONSULTANT shall conduct two separate focus group meetings with trucking and tourism industry representatives. Focus groups will be held to gain a greater understanding of the needs, preferences, and issues faced by specific users of the rest areas and welcome centers. The focus groups should also include collecting information from the trucking industry as well as the tourism industry to gain insight as to the needs and desires of the traveling public in general.

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Task 9 - Documentation, Draft and Final Reports

9.1 Individual Reports on 16 WICs

The CONSULTANT shall prepare and submit to the DEPARTMENT separate summaries for each of the sixteen (16) state-owned Welcome Information Centers (WIC) to include, but not limited to, data collected by the CONSULTANT, the summary of the analysis for each site, evaluation of infrastructure at each site to include as a minimum, geometrics of egress and access, parking (cars, recreational vehicles and trucks), site amenities, subsurface systems and building conditions, summation of user surveys input and public outreach, environmental conditions for each WIC, and summary of alternatives and recommendations.

The transmittal letter for the WIC summaries will include anticipated or outstanding issues and the CONSULTANT'S recommendations. All issues will be noted as to whether the CONSULTANT feels that the issue is within the scope of work described in Article I. Meetings between the CONSULTANT and the DEPARTMENT will be held prior to submissions to discuss issues and recommendations.

9.2 Prepare Draft Report

The CONSULTANT shall prepare a Draft Report summarizing the findings in Task 1 through 8. The Draft Report will be submitted to DEPARTMENT for review and comment. The formal Draft Report will be revised to reflect DEPARTMENT comments and be distributed. The CONSULTANT shall submit a transmittal describing anticipated or outstanding issues and the CONSULTANT'S recommendations.

9.3 Prepare Final Report

The CONSULTANT shall prepare a Final Report summarizing the findings in Task 1 through 8. The Final Report will be submitted to the DEPARTMENT for review and comment. The formal Final Report will be revised to reflect DEPARTMENT comments and be distributed. The CONSULTANT shall submit a transmittal describing anticipated or outstanding issues and the CONSULTANT'S recommendations.

D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION/DRED

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Provide plans (as-built and renovated versions where applicable and high resolution digital aerial photos) of the existing facility locations
2. Maintenance records for some of the sites
3. Pedestrian counts in the buildings
4. Attendance at field visits
5. Available traffic volume and toll transaction data

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6. Information at WICs including operating costs, funding, programming, staffing, etc. (as described in 5.5)
7. Tourism program information (as described in 5.4)
8. 2011/2012 Division of Travel and Tourism Development User Survey Reports (if requested).
9. Completed Driver Survey results
10. Weekday and weekend parking occupancy survey results
11. Website development and maintenance
12. On-line and file environmental research results (as described in 5.3)
13. Project newsletters

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. DELIVERABLES

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

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

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

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

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

Word Processing: Microsoft Word 2003 or NHDOT compatible version

Spreadsheets: Microsoft Excel 2003 or NHDOT compatible version

Databases: Microsoft Access 2003 or NHDOT compatible version

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

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

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

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

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

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

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

G. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional services rendered under this AGREEMENT is November 30, 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,

ARTICLE II

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 \$262,406.09 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 April 21, 2014), 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.

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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 \$173,117.47. For billing purposes, salary burden and overhead costs are currently estimated at 147.56% of actual salaries.
- b. A fixed fee to cover profit and non-reimbursed costs at \$17,311.75.
- c. Reimbursement for direct, out-of-pocket expenses estimated at \$5,476.00.
- d. Reimbursement for actual cost* of subconsultants estimated as follows:
 - Carol Morris \$36,793.85.
 - Resource Systems Group, Inc. \$29,707.02.

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.

C. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed \$262,406.09 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.

ARTICLE II

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.

(Not applicable to this AGREEMENT.)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT.)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA – CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 1000 Elm Street, Suite 802, Manchester, 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

ARTICLE IV

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.

ARTICLE IV

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

ARTICLE IV

- 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

ARTICLE IV

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.

RECOM TECHNICAL SERVICES INC
(Company)

By: NICHOLAS G. RUBINOW
VICE PRESIDENT
(Title)

Date: 4-17-14

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.

4-17-14

(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Vice President and duly-authorized representative of the firm of AECOM TECHNICAL SERVICE 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.

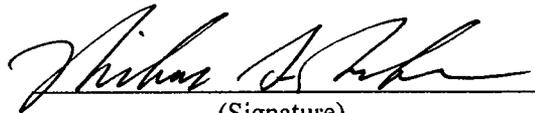
except as here expressly stated (if any):

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.

4-17-14

(Date)



(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of Operations 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):

6/18/14

(Date)



(Signature)

Attachment 5

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

By: *Jeffrey J. Maxturis*
Jeffrey J. MAXTURIS
PROJECT MANAGER

Dated: 4/17/14

CONSULTANT

By: *Richard G. Romano*
RICHARD G. ROMANO
VICE PRESIDENT
(TITLE)

Dated: 4-17-14

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *Michelle Brown*

Dated: 6/18/14

THE STATE OF NEW HAMPSHIRE

By: *for*

for DOT COMMISSIONER
Dated: 6/18/14

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: 6/25/14

By: *John J. Conforti*
Assistant Attorney General
John J. Conforti

Secretary of State

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

Dated: _____

Attest:
By: _____
Secretary of State

AECOM TECHNICAL SERVICES, INC.

CERTIFICATE OF ASSISTANT SECRETARY

The undersigned, Howard S. Cohen, hereby certifies that he is now and at all times relevant hereto has been the duly elected and acting Assistant Secretary of AECOM Technical Services, Inc., a California corporation, and that the following resolutions amending the Restated By-Laws of said corporation were duly adopted by Unanimous Action of the Board of Directors of this corporation on November 1, 2009:

RESOLVED that, Section 16 of Article IX of the Restated By-Laws of this Corporation be amended to read as follows:

“Section 16. CONTRACTS, LEGAL INSTRUMENTS, ETC., HOW EXECUTED. Any officer of this corporation holding the title of Senior Vice President or higher, or any other person designated by resolution of the Board of Directors, may execute contracts or other legal instruments on behalf of the corporation or its divisions.”

The undersigned does further certify that, in accordance with Section 16, Article IX of the By-Laws of said corporation, the Board of Directors, by resolution dated January 1, 2010, has designated that Nicholas G. Rubino, Vice President, may execute contracts or other legal instruments (“Documents”) on behalf of the corporation or its divisions, and more specifically Documents pertaining to The State of New Hampshire Statewide Rest Area and Welcome Center Study X-A003(970) 29173.

The undersigned does further certify that the foregoing resolutions have not been revoked, amended or modified, and are in full force and effect as of the date hereof.

IN WITNESS WHEREOF, The undersigned has executed this Certificate of Assistant Secretary and has affixed the corporate seal of this corporation this 17th day of April, 2014.

AECOM TECHNICAL SERVICES, INC.

By 
Howard S. Cohen, Assistant Secretary

(CORPORATE SEAL)

STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

On this 17th day of April 2014, before me, a Notary Public in and for the State of New York, personally appeared Howard S. Cohen who acknowledged himself to be the Assistant Secretary of AECOM Technical Services, Inc., and that he, as such Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Assistant Secretary of the corporation.

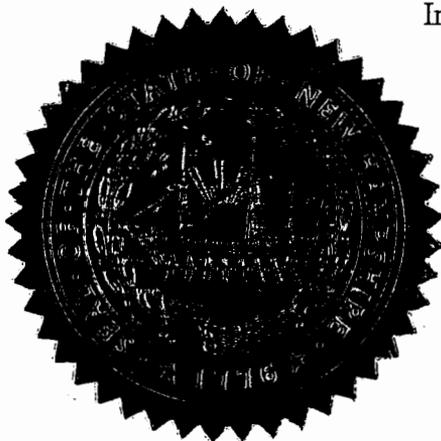

Notary Public

MICHELLE ANN ARIAMSKY
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01A86229018
Qualified in New York County
My Commission Expires October 04, 2014

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 AECOM Technical Services, Inc. a(n) California corporation, is authorized to transact business in New Hampshire and qualified on September 27, 1995. 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 11th day of June, A.D. 2014

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)
06/12/2014

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 Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@Marsh.Com 06510 -AECOM-01-14-15 Manche PL 04 2017	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C : Illinois Union Insurance Co</td> <td>27960</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</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 : Zurich American Insurance Company	16535	INSURER B :		INSURER C : Illinois Union Insurance Co	27960	INSURER D : N/A	N/A	INSURER E :		INSURER F :
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INSURER C : Illinois Union Insurance Co	27960														
INSURER D : N/A	N/A														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** LOS-001593449-02 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GLO 5965891 06	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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 <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			BAP 5965893 06	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 "CLAIMS MADE"	04/01/2013	10/08/2014	Per Claim/Agg 2,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: CONTRACT 29173 - STATEWIDE REST AREA AND WELCOME CENTER STUDY
THE STATE OF NEW HAMPSHIRE IS NAMED AS ADDITIONAL INSURED FOR GL COVERAGES, BUT ONLY AS RESPECTS WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED.
PROFESSIONAL LIABILITY DEDUCTIBLE: \$75,000.

CERTIFICATE HOLDER Bureau of Finance and Contracts New Hampshire Department of Transportation Attn: Michelle Drouin, Program Specialist I 7 Hazen Drive, Room 130 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services David Denihan <i>David Denihan</i>



CERTIFICATE OF LIABILITY INSURANCE

4/1/2015

DATE (MM/DD/YYYY)

6/10/2014

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 Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1075642 AECOM Technical Services, Inc 1000 Elm Street, Suite 802 Manchester NH 03101	INSURER A: Travelers Property Casualty Co of America	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES AECTE01 **CERTIFICATE NUMBER:** 12891397 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	TRJUB-4245B231-14 (MA, WI) TC2JUB-4245B22A-14 (All Other States)	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Notice of Cancellation applies per attached endorsement. Contract 29173 - Statewide Rest Area and Welcome Center Study.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

12891397

New Hampshire Department of Transportation
 Bureau of Finance and Contracts
 Michelle Drouin, Program Specialist
 7 Hazen Drive, Room 130
 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

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