



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Environment
August 13, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into two individual Agreements with the firms of ATC Group Services Inc., Manchester, NH, Vendor #175681 and Stantec Consulting Services Inc., Auburn, NH, Vendor #174802 for an amount not to exceed \$400,000.00 each, for hazardous materials site assessment for various projects and facilities located throughout the State, effective upon Governor and Council approval, through October 31, 2016.

Funding is available as follows for FY 2014 and FY 2015, and is contingent upon the availability and continued appropriation of funds in FY 2016:

Table with 4 columns: Description, FY 2014, FY 2015, FY 2016. Row 1: 04-096-96-963515-3054 Consolidated Federal Aid. Row 2: 046-500464 Gen Consultants Non-Benefit. Values: \$400,000, \$200,000, \$200,000.

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

EXPLANATION

The Department requires on-call engineering and technical consulting services to perform tasks required to determine the possible presence, type, and extent of contamination and/or hazardous materials in and adjacent to proposed and existing highway right-of-way and at the Department's sites and facilities located throughout the State. If preliminary investigations reveal the potential or known presence of hazardous materials at or adjacent to a site, a comprehensive investigation will be conducted to determine the characteristics and extent of the contaminants and remedial action may be required. The Consultant will coordinate with appropriate regulatory agencies (e.g., EPA, DES, State and local health agencies) and conduct construction monitoring to ensure all health and safety requirements are met.

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 three (3) Statewide On-Call Hazardous Materials Services contracts. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on June 15, 2012, 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 July 26, 2012 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, seven shortlisted firms were notified on August 14, 2012 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on September 27, 2012 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal,

capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. The individual rankings were then totaled to provide an overall ranking of the seven firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the four (4) highest-ranking firms were asked to submit a fee proposal for negotiations.

The long list of fifteen (15) consultant firms that were considered for this assignment, with the seven short-listed firms shown in bold, is as follows:

<u>Consultant Firm</u>	<u>Office Location</u>
<b>ATC Associates Inc.</b> (marketing name)	<b>Manchester, NH</b>
The Louis Berger Group, Inc.	Manchester, NH
Comprehensive Environmental Inc.	Merrimack, NH
CDM Smith, Inc.	Manchester, NH
GeoInsight, Inc.	Manchester, NH
<b>Golder Associates Inc.</b>	<b>Manchester, NH</b>
GZA GeoEnvironmental, Inc.	Manchester, NH
<b>Loureiro Engineering Associates, Inc.</b>	<b>Manchester, NH</b>
<b>Nobis Engineering, Inc.</b>	<b>Concord, NH</b>
<b>Sanborn, Head &amp; Associates, Inc.</b>	<b>Concord, NH</b>
Shaw Environmental & Infrastructure, Inc.	Stoughton, MA
<b>Stantec Consulting Services Inc.</b>	<b>Auburn, NH</b>
Tighe & Bond	Portsmouth, NH
TRC Environmental Corp.	Manchester, NH
<b>URS Corporation</b>	<b>Salem, NH</b>

The firms of ATC Group Services Inc. and Stantec Consulting Services Inc. have been recommended for two of the four contracts. These firms have excellent reputations and have demonstrated their capability to perform the required services in previous similar contracts with the Department. Background information on these firms is attached. (Two additional contracts, with the firms of Golder Associates Inc. and Sanborn, Head & Associates, Inc. were processed previously and were approved by Governor and Council on April 3, 2013, Item # 82.)

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

These Agreements (Statewide On-Call Hazardous Materials Services) have 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 Agreements are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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

Sincerely,



Christopher D. Clement, Sr.  
Commissioner

**PROJECT: Statewide On-Call Hazardous Materials Services**

**DESCRIPTION:** Four (4) Statewide On-Call Agreements, anticipated to have a maximum value of \$400,000 each over a three-year term, are needed to provide on-call hazardous materials services that may include site assessments, technical development and usage, appraisals and investigations at properties scheduled for full or partial acquisition and the oversight and monitoring of construction activities in suspected contaminated areas at various locations throughout the State.

**Services Required: HAZ**

**SUMMARY**

ATC Associates Inc.	2	2	1	2	3				10
Golder Associates Inc.	3	4	2	4	4				17
Loureiro Engineering Associates, Inc.	7	7	7	7	7				35
Nobis Engineering, Inc.	5	6	6	5	6				28
Sanborn, Head & Associates, Inc.	4	1	4	3	2				14
Stantec Consulting Services Inc.	1	3	3	1	1				9
URS Corporation	6	5	5	6	5				27

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations		Scoring of Firms						
		W E I G H T	ATC Associates Inc.	Golder Associates Inc.	Loureiro Engineering Associates, Inc.	Nobis Engineering, Inc.	Sanborn, Head & Associates, Inc.	Stantec Consulting Services Inc.
Comprehension of the Assignment	20%	10	10	17	10	13	13	10
Clarity of the Proposal	20%	13	14	13	18	14	13	16
Capacity to Perform in a Timely Manner	20%	15	15	12	16	17	18	16
Quality & Experience of Project Manager/Team	20%	13	15	14	16	16	18	15
Previous Performance	10%	1	2	2	6	1	10	4
Overall Suitability for the Assignment	10%	2	2	2	6	2	10	4
<b>Total</b>	<b>100%</b>	<b>40</b>	<b>38</b>	<b>40</b>	<b>36</b>	<b>36</b>	<b>33</b>	<b>32</b>

- Ranking of Firms:
1. Stantec
  2. ATC
  3. Golder
  4. SHA
  5. Nobis
  6. URS
  7. LEA

Rating Considerations		Scoring of Firms						
		W E I G H T	ATC Associates Inc.	Golder Associates Inc.	Loureiro Engineering Associates, Inc.	Nobis Engineering, Inc.	Sanborn, Head & Associates, Inc.	Stantec Consulting Services Inc.
Comprehension of the Assignment	20%	18	18	14	16	17	18	17
Clarity of the Proposal	20%	18	10	13	13	17	17	16
Capacity to Perform in a Timely Manner	20%	20	18	14	17	20	17	17
Quality & Experience of Project Manager/Team	20%	18	18	15	16	19	17	16
Previous Performance	10%	9	9	7	7	9	9	5
Overall Suitability for the Assignment	10%	9	9	6	7	9	9	5
<b>Total</b>	<b>100%</b>	<b>92</b>	<b>83</b>	<b>70</b>	<b>71</b>	<b>94</b>	<b>70</b>	<b>63</b>

- Ranking of Firms:
1. SANBORN HEAD - SHA
  2. ATC
  3. STANTEC
  4. GOLDER
  5. URS
  6. NOBIS
  7. LOUREIRO

# EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	WEIGHT	Scoring of Firms						
		ATC Associates Inc.	Golder Associates Inc.	Loureiro Engineering Associates, Inc.	Nobis Engineering, Inc.	Sarborn, Head & Associates, Inc.	Stantec Consulting Services Inc.	URS Corporation
Comprehension of the Assignment	20%	19	19	17	17	18	18	18
Clarity of the Proposal	20%	19	19	17	17	18	18	18
Capacity to Perform in a Timely Manner	20%	19	17	17	18	18	18	18
Quality & Experience of Project Manager/Team	20%	19	17	18	17	18	18	17
Previous Performance	10%	9	9	6	6	7	8	7
Overall Suitability for the Assignment	10%	9	9	6	6	8	8	7
<b>Total</b>	<b>100%</b>	<b>94</b>	<b>94</b>	<b>80</b>	<b>81</b>	<b>80</b>	<b>88</b>	<b>85</b>

- Ranking of Firms:
1. ATC Associates Inc
  2. Golder Associates Inc
  3. Stantec Consulting Services, Inc
  4. Sarborn Head & Associates, Inc
  5. URS Corporation
  6. Nobis Engineering Inc
  7. Loureiro Engineering Associates, Inc

Rating Considerations	WEIGHT	Scoring of Firms						
		ATC Associates Inc.	Golder Associates Inc.	Loureiro Engineering Associates, Inc.	Nobis Engineering, Inc.	Sarborn, Head & Associates, Inc.	Stantec Consulting Services Inc.	URS Corporation
Comprehension of the Assignment	20%	19	19	15	16	18	17	17
Clarity of the Proposal	20%	19	19	14	17	16	17	18
Capacity to Perform in a Timely Manner	20%	19	18	17	17	14	19	18
Quality & Experience of Project Manager/Team	20%	19	19	17	17	19	18	16
Previous Performance	10%	9	8	7	7	9	8	7
Overall Suitability for the Assignment	10%	9	8	6	7	9	9	8
<b>Total</b>	<b>100%</b>	<b>93</b>	<b>91</b>	<b>76</b>	<b>81</b>	<b>92</b>	<b>94</b>	<b>80</b>

- Ranking of Firms:
1. Stantec
  2. ATC
  3. SHA
  4. Golder
  5. Nobis
  6. URS
  7. Loureiro

Rating Considerations	WEIGHT	Scoring of Firms						
		ATC Associates Inc.	Golder Associates Inc.	Loureiro Engineering Associates, Inc.	Nobis Engineering, Inc.	Sarborn, Head & Associates, Inc.	Stantec Consulting Services Inc.	URS Corporation
Comprehension of the Assignment	20%	20	16	15	14	20	19	17
Clarity of the Proposal	20%	10	16	12	18	20	16	17
Capacity to Perform in a Timely Manner	20%	20	16	8	15	15	17	17
Quality & Experience of Project Manager/Team	20%	19	18	16	15	15	18	17
Previous Performance	10%	7	8	6	7	10	10	5
Overall Suitability for the Assignment	10%	9	8	6	7	7	8	7
<b>Total</b>	<b>100%</b>	<b>85</b>	<b>82</b>	<b>63</b>	<b>76</b>	<b>87</b>	<b>88</b>	<b>80</b>

- Ranking of Firms:
1. Stantec
  2. SHA
  3. ATC
  4. Golder
  5. URS
  6. Nobis
  7. Loureiro



## JOHN KUBICZKI, PG, LSP Branch Manager

### EDUCATION

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M.S. Studies, Geochemistry, Colorado School of Mines  
B.S. Geology-Chemistry, Bridgewater State College, 1977

### PROFESSIONAL REGISTRATIONS

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- 1994, Licensed Site Professional (LSP), Massachusetts #4280
- 2002, Professional Geologist (PG), New Hampshire, #107
- 2011, New Hampshire Certified Hazardous Waste Coordinator, 2011-2463

### PROFESSIONAL SUMMARY

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Mr. Kubiczki is Professional Geologist (P.G.) and Certified Hazardous Waste Coordinator with over 32 years of experience in the environmental industry, specializing in hydrogeologic and contaminant investigation, remediation, and construction projects. He has extensive knowledge in fate & transport, forensic, geochemical, and natural attenuation assessments, evaluations, and modeling activities. Mr. Kubiczki is/has managed two Statewide-On-Call Hazardous Materials Services Contracts (2007 through 2013) for the New Hampshire Department of Transportation (NHDT) that has required a wide range of environmental services. He has also managed several Brownfield redevelopment projects, served as technical specialist and/or Quality Assurance/Quality Control officer on several Resource Conservation and Recovery Act Facility Investigations; and managed numerous Remedial Investigations/Feasibility Studies. In addition, he has managed several multiyear blanket environmental programs that included hydrogeologic investigations, closure of underground storage tanks, risk assessments, and focused feasibility studies. Mr. Kubiczki has provided expert witness testimony; managed and served as technical specialist on more than 700 hazardous and solid waste management and remediation projects. He has developed and implemented investigation and remediation programs for soil and groundwater contaminated with volatile organic compounds, polycyclic aromatic hydrocarbons, coal tar, polychlorinated biphenyls, petroleum hydrocarbons, metals, dioxins, and furans.

Mr. Kubiczki is responsible for program management of hazardous and solid waste site investigations, feasibility studies, and remediation projects. His expertise includes negotiations with regulatory agencies on behalf of clients, development and implementation of site investigation and remediation projects, and preparation of feasibility studies, including the identification, evaluation, and selection of remedial alternatives. He has been extensively involved in strategically evaluating the impact of current regulations on remediation requirements, as well as assessing the environmental liability at sites based on regulatory requirements and enforcement trends. He has extensive knowledge of New Hampshire Department of Environmental Services (NHDES) rules and regulations.

**PROFESSIONAL  
EXPERIENCE**

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**Project Manager and Professional Geologist, Statewide Hazardous Waste Contract, NHDOT, Various Locations in NH.** Mr. Kubiczki is currently serving as Project Manager and PG for a three year Statewide Hazardous Waste Contract for the NHDOT. The majority of the projects have been properties contaminated with petroleum products and have included patrol sheds, maintenance yards, right-of-ways, and potential acquisition properties. Work activities on this contract have included performing Initial Site Characterizations, Level I and Level II Site Investigations; performing Risk Characterization assessments; preparing Soil Management Plans (SMP); performing groundwater sampling activities under Groundwater Management Permits (GMP) and New Hampshire Petroleum Fund Program; conducting/providing technical oversight for soil and groundwater remediation projects; and reviewing and providing technical comments on reports prepared by others; attending project and strategy meetings; and preparing various reports and documents for submittal to NHDES.

Performed over 200 investigations on NHDOT existing and potential acquisition properties to select, evaluate, and rank properties according to risk (Risk Assessment Survey for Contamination and Appraisal of Land [RASCAL] Assessments). Activities have included drilling soil borings, excavating test pits, installing piezometers and monitoring wells, performing a drain assessment (dye testing), performing drainage basin surveys and evaluations, and collecting soil, groundwater, surface water, and sediment samples for chemical analysis and for forensic assessment (i.e., determining responsible for petroleum contamination on off-site properties).

**Project Manager and Professional Geologist, Town of Derry, New Hampshire – Mr. Kubiczki** is currently serving as Project Manager and PG for several projects requiring soil and/or groundwater investigation and remediation. Managing and developing hydrogeological investigations to evaluate the extent of soil and groundwater contamination. All activities are being performed in accordance with NHDES Rules and regulations. Field activities included data/literature review; groundwater elevation monitoring, soil boring/monitoring well installation; and environmental sample collection and analyses (groundwater samples from monitoring). Performing risk assessments to evaluate the risk posed by the sites to human health and the environment, evaluating contaminant trends, and preparing post-closure monitoring reports for submittal to NHDES. Prepared Groundwater Management Permits, reimbursement submittals (ODD Fund), and technical reports for submittal to NHDES.

**Project Manager and Professional Geologist - Municipal Solid Waste Landfills, Alton, Hooksett and Boscawen New Hampshire - Mr. Kubiczki** is currently serving as Project Manager and PG at three closed landfills. Managing and developing hydrogeological investigations for each of the landfills to evaluate the extent of groundwater and surface water contamination. All activities were performed in accordance with NHDES Rules and Regulations. Field activities included data/literature review; wetlands delineation; groundwater and surface water elevation monitoring, stream piezometer installation, and soil boring/monitoring well installation; and environmental sample collection and analyses (groundwater samples from monitoring and residential wells, surface water and sediment from wetlands and rivers). Performing risk assessments to evaluate the risk posed by the landfills to human health and the environment, evaluating contaminant trends, and preparing post-closure monitoring reports for submittal to NHDES. Preparing Groundwater Management Permits and Renewal Applications and developed and implemented a long-term water quality monitoring program for each landfill.

# Craig R. Gendron PG, PE, LSRP.

Principal



Stantec

Mr. Gendron is a professional hydrogeologist and engineer with over 25 years experience in hydrogeology, contaminant fate and transport, site cleanup, engineering, risk management, and water resource studies. He has worked in the oil and gas industry specializing in geophysical logging and structure mapping, and with the Illinois State Geological Survey delineating aquifers and hydrogeologically characterizing underground waste injection horizons. At Stantec, he has applied his scientific and engineering background to the investigation/clean-up of utility, industrial, commercial, and state release sites, contaminant assessment, risk management, permitting, designing innovative and cost-effective clean-up remedies, and site civil/development elements. Mr. Gendron commonly applies these skills in support of claims litigation.

His work at environmentally-impacted properties has included the preparation of a number of civil Site Plans as part of the overall remediation system design submittals. These Site Plans have included support building locations, utilities, easements, setbacks, and numerous other civil elements. He has also completed numerous SPCC Plan Reviews, UST removal/replacement designs, and hydraulic lift/gas trap removal/replacements.

As a Project Manager, Mr. Gendron is responsible for overseeing the workplan and quality assurance plan preparation, budget control, subcontractor interaction, client correspondence, and report review. In addition to his direct project involvement, Mr. Gendron is responsible for managing the technical quality of the staff and other technical resources as a Principal and Managing Lead for the Environmental Remediation Practice.

## EDUCATION

M.S. Civil Engineering, University of Illinois, Urbana-Champaign, Illinois, 1988

B.S. Geological Engineering, Colorado School of Mines, Golden, Colorado, 1984

2-Year Corporate Leaders and Managers Program

40-Hour OSHA Health and Safety Training, 1988

OSHA Yearly Refresher and Supervisor Courses, 1989 - Present

40 Hour Risk Assessment Guidance for Superfund (165.6) Training Course

## REGISTRATIONS

Professional Engineer, State of New Jersey, 1996

Professional Engineer, State of Vermont, 1996

Professional Engineer, State of Massachusetts, 1996

Professional Engineer, State of New York, 1996

Professional Engineer, State of Maine, 1992

Professional Engineer, State of New Hampshire, 1991

Professional Engineer, State of Rhode Island, 1997

Professional Engineer, State of Connecticut, 1999

Professional Engineer, State of Florida, 1999

Professional Engineer, State of Delaware, 1999

Professional Engineer, State of Virginia, 1999

Professional Engineer, State of Maryland, 1999

Professional Engineer, State of Pennsylvania, 1999

Professional Engineer, State of Ohio, 1999

Professional Engineer, State of North Carolina, 1999

Professional Engineer, State of Illinois, 2001

Professional Engineer, State of Michigan, 2001

Professional Engineer, State of South Carolina, 2001

Professional Engineer, State of Indiana, 2001

Professional Engineer, State of Kentucky, 2001

Professional Engineer, State of Wisconsin, 2006

Professional Geologist, State of Tennessee, 1991

Professional Geologist, State of New Hampshire, 2002

Licensed Site Remediation Professional, NJ, 2010

Licensed Subsurface Evaluator, State of New Jersey, 1999

## PROFESSIONAL ASSOCIATIONS

American Council of Engineering Companies

NH Business and Industry Association

Society of Professional Well Log Analysts

Society of Environmental Insurance Professionals

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## PROJECT EXPERIENCE

### **Oil and Hazardous Waste Site RI/FS/O&M/Permitting Brownfields Redevelopment, Water Supply Environmental Claims Analysis/Support**

#### **Investigations/Cleanup at Oil/Hazardous Material Sites for the NHDOT, Statewide**

*Program Director for continuous Term Hazardous Materials Services Contract for the NHDOT since 1997. Responsible for preliminary and detailed site assessments; exposure assessments, risk characterization and management; remedial actions; and closures. Services include design sampling programs, evaluating remedial technologies, and selecting risk-based corrective actions at NHDOT hazardous spill sites in accordance with Hazardous Waste Regulations and TSCA. Also manages the handling and disposal of oil or hazardous materials encountered during construction projects in NHDOT Rights of Way.*

#### **Hazardous Waste Closure Certification, Multiple Locations, ME**

*Lead Engineer for Closure Certification at multiple facilities in ME, including an electronic parts manufacturer and a Petroleum Bulk Storage Facility. Also responsible for spill assessment/cleanup and closure sampling.*

#### **UST/AST Program Management for the NHDOT, Statewide**

*Program Director for a Term Tank Management Contract for the NH Department of Transportation (NHDOT) responsible for fueling system design, tank replacements, tank upgrades, and compliance. Also responsible for construction inspection and oversight, spill assessment, and cleanup.*

#### **Maritime Energy, Soil and Groundwater Remediation, LUST Site, Belmont, Maine**

*Designed and implemented the remediation plan for a commercial site where both soil and groundwater was contaminated by gasoline. The groundwater recovery and treatment system design consists of a 26-foot deep, 180-foot long interceptor trench and sump. The recovered groundwater is pumped from the sump to a treatment system incorporating aeration and carbon adsorption. The final design also includes in-situ and ex-situ vapor extraction.*

**Defense Fuel Supply Center, Groundwater  
Remediation (PAH and BTEX), Mattawamkeag, Maine**  
*Water quality sampling results at a pipeline pump station had indicated contamination of the groundwater by*

*petroleum hydrocarbons and BTEX compounds. Responsible for designing a product recovery and groundwater extraction and treatment system. The design was based on data obtained through on-site pilot studies consisting of aquifer pumping tests and a small scale aeration study. Prior to designing the system, a Remedial Alternative Analysis was performed with regard to extraction technique and treatment processes. The design consisted of fractured bedrock trenches, dual extraction and groundwater treatment. The groundwater treatment system consisted of iron pretreatment, filtration, aeration and carbon adsorption. The treated water was to be discharged to the subsurface through an infiltration system.*

#### **Flood-Related Petroleum Release Clean-up, Ramapo River Area, NY**

*Lead Engineer for emergency response, site investigation, and closure actions at a Petroleum Bulk Storage Facility in NY. Surface water diversion, tank recovery, containment dewatering/treatment/discharge, and assessment activities are underway, with review by NYSDEC.*

#### **Confidential Client, Redevelopment and Investigation and Remediation of CVOC and PCB Contaminated Aquifer, Burlington, Massachusetts**

*A complex fractured bedrock aquifer was contaminated by CVOCs and PCB-contaminated oil at this industrial site. As part of the design processes, under the Massachusetts Contingency Plan (MCP), a Focused Feasibility Study was performed. A dual recovery system was implemented for removal of oil and a fractured bedrock trench system is used to capture contaminated groundwater. The groundwater is treated using diffused aeration. Mr. Gendron is responsible for design modifications, operation and maintenance of the treatment system and reporting for MADEP and NPDES review. Mr. Gendron served as project manager for the preparation of design plans and specifications for the treatment of 1,600 cubic yards of contaminated soils at this facility. The treatment consists of excavation, on-site asphalt encapsulation and re-use of treated soils on-site as a base for new parking areas/driveways. The plans were approved by the MADEP and remediation has been completed.*

#### **Former Department of Public Works Garage, Dover, New Hampshire**

*Sub-surface investigations at this property indicated several areas of impacted soil and groundwater due to the former use of USTs at the site. Following the completion of a RAP for the property, soil excavation with off-site disposal was selected as the remedial option of choice to address identified soil impacts in two areas. Ultimately, nearly 2000 tons of gasoline-impacted soil was removed from the two areas, one of which was located adjacent to the tidal*



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/23/2013

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

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

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> 800-363-0105
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> ATC Group Services, Inc. Cardno ATC ATC Associates, Inc. 221 Rue de Jean Suite 200 Lafayette LA 70508 USA	<b>INSURER A:</b> New Hampshire Ins Co	23841
	<b>INSURER B:</b> National Union Fire Ins Co of Pittsburgh	19445
	<b>INSURER C:</b> Chartis Specialty Insurance Company	26883
	<b>INSURER D:</b> Insurance Co of the State of PA	19429
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 570051060428      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability is included <input checked="" type="checkbox"/> General Agg. apply per Project GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PROP11781522 General Liability	09/30/2012	09/30/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 3582949 Auto (AOS) CA 2714604 Auto (MA)	09/30/2012	09/30/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B					09/30/2012	09/30/2013	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$10,000			PROU11781566 Umbrella	09/30/2012	09/30/2013	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 025842893 Workers Comp (AOS)	09/30/2012	09/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
A				WC 025842892 Workers Comp FL	09/30/2012	09/30/2013	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	<b>Contractor Prof</b>			PROP11781522 Professional Liability	09/30/2012	09/30/2013	Aggregate	\$2,000,000
							Per Incident	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Certificate Holder is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Auto Liability and Umbrella Liability policy. General Liability and Auto Liability evidenced herein is Primary and Non-Contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the insured. A waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability, Auto Liability and Workers Compensation policy. Umbrella liability is a Follow Form and provides Excess of General liability, Auto liability, Employers liability and Contractors

### CERTIFICATE HOLDER

### CANCELLATION

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF TRANSPORTATION  
 JOHN O. MORTON BUILDING  
 7 HAZEN DRIVE  
 PO BOX 483  
 CONCORD NH 03302-0483 USA

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

*Aon Risk Services Southwest, Inc.*

Holder Identifier :

Certificate No : 570051060428



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED ATC Group Services, Inc.	
POLICY NUMBER See Certificate Number: 570051060428			
CARRIER See Certificate Number: 570051060428	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Professional/ Pollution liability policies. The above captioned Professional Liability policy is a subject to \$25,000 deductible.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/15/2013

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

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

PRODUCER <b>AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900 - 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2</b>	CONTACT NAME <b>ANDREA OTTO</b>	PHONE (A/C, No, Ext): <b>1-800-444-3017</b>	FAX (A/C, No): <b>952-656-8834</b>
	E-MAIL ADDRESS: <b>ANDREA.OTTO@AON.COM</b>		
INSURED <b>STANTEC CONSULTING SERVICES INC. 5 DARTMOUTH DRIVE, SUITE 101 AUBURN, NH 03032</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	<b>ZURICH AMERICAN INSURANCE COMPANY</b>	<b>16535</b>
	INSURER B:	<b>ZURICH AMERICAN INSURANCE COMPANY</b>	<b>16535</b>
	INSURER C:	<b>ZURICH INSURANCE COMPANY</b>	
	INSURER D:	<b>ZURICH AMERICAN INSURANCE COMPANY</b>	<b>16535</b>
	INSURER E:		

COVERAGES                      CERTIFICATE NUMBER:      776                      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 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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS LIABILITY <input checked="" type="checkbox"/> OWNERS & CONTRACTORS <b>PROTECTIVE</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X		GLO6556026  XCU COVER INCLUDED	05/01/13	05/01/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		BAP5940882	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			8831307 EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)	05/01/13	05/01/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5940881	11/01/12	11/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

AUBURN, NH. STANTEC PROJECT #1917, RE: STATEWIDE ON CALL HAZARDOUS MATERIALS SERVICE. ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES: STATE OF NEW HAMPSHIRE DOT. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSURED.

## CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE DOT  
JOHN O MORTON BUILDING  
ONE HAZEN DRIVE, PO BOX 483  
CONCORD, NH 03302-0483

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Andrea R. Otto*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/15/2013

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

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

PRODUCER  <b>MARSH CANADA LIMITED</b> 680, 10180 - 101 STREET EDMONTON, AB T5J 3S4	CONTACT NAME <b>MICHAEL POPLETT</b>	FAX (A/C, No): 780-429-1422	
	PHONE (A/C, No, Ext): 780-917-4850	E-MAIL ADDRESS: MICHAEL.POPLETT@MARSH.COM	
INSURED  STANTEC CONSULTING SERVICES INC. 5 DARTMOUTH DRIVE, SUITE 101 AUBURN, NH 03032	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E: LLOYD'S OF LONDON		37540
INSURER F:			

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 693	<b>REVISION NUMBER:</b>
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 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
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS   OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
E	PROFESSIONAL LIABILITY INCLUDING CONTRACTOR'S POLLUTION LIABILITY	N/A		QF047513 SIR \$75,000 NO RETROACTIVE DATE	08/01/13	08/01/14	CLAIM & AGGREGATE LIMIT \$3,000,000 INCLUSIVE OF COSTS CLAIMS MADE BASIS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 AUBURN, NH. STANTEC PROJECT #1917, RE: STATEWIDE ON CALL HAZARDOUS MATERIALS SERVICE. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSUREDS.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
STATE OF NEW HAMPSHIRE DOT JOHN O MORTON BUILDING ONE HAZEN DRIVE, PO BOX 483 CONCORD, NH 03302-0483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Peter C. Hastings**  
*Commissioner*

August 27, 2013

Christopher D. Clement, Sr  
Commissioner  
State of New Hampshire  
Department of Transportation  
John O. Morton Bldg., 7 Hazen Drive  
Concord, NH 03302-0483

Dear Commissioner Clement:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to contract with Stantec Consulting Services, Inc. (Stantec) as described below and referenced as DoIT number 2014-063 as described below.

This is a contract to secure on-call engineering and technical consulting services to perform tasks required to determine the possible presence, type and extent of contamination and/or hazardous materials in and adjacent to proposed and existing highway right-of-way and at the Departments sites and facilities located throughout the State. In addition to the Stantec's Hazardous Materials services they assist the State with bug fixes, updates, upgrades and replacement of certain Hazardous Materials specific data bases. This contract shall be effective upon Governor and Executive Council approval through October 31, 2016. The contract value is \$400,000.

A copy of this letter should accompany the submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/dcp  
DoIT 2014-063



**STATEWIDE ON-CALL  
HAZARDOUS MATERIALS SERVICES**

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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
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5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
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7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY / VOTE
9. SEAL-AND-SIGNATURE PAGE

**STATEWIDE ON-CALL  
HAZARDOUS MATERIALS SERVICES**

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

**PREAMBLE**

THIS AGREEMENT made this 20 day of Aug. in the year 2013 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and ATC Group Services, Inc., with principal place of business at 600 West Cummings Park, Suite 5500, in the City of Woburn, Commonwealth of Massachusetts, and New Hampshire Branch Office at 150 Zachary Road, 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, requires on-call engineering and technical services for hazardous materials site assessment for various projects and facilities located throughout the STATE. These services are outlined in the CONSULTANT'S technical proposal dated September 5, 2012 and fee proposal dated October 26, 2012, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

## ARTICLE I

### **ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED**

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

#### **A. DESCRIPTION OF SERVICES**

The types of services required under the terms of this AGREEMENT shall generally include, but are not necessarily limited to, the following:

Provide engineering and/or technical services for hazardous materials site assessment and related support services for various projects and facilities located throughout the State.

Work performed by the CONSULTANT under this AGREEMENT involves the use of two DEPARTMENT databases, IMP (Inventory of Managed Properties) and RASCAL (Risk Assessment and Site Characterization for Appraisal of Land). The CONSULTANT will frequently need to access these databases, populate them with new information, and be responsible to address errors and/or issues related to site contamination, site investigations, underground storage tank issues, and other related items.

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

1. The CONSULTANT shall perform, as necessary, tasks required to first determine the possible presence, type, and extent of contamination and/or hazardous materials in and adjacent to proposed and existing highway right-of-way and at the DEPARTMENT'S sites and facilities. The tasks are grouped into three phases.

Upon completion of a phase, the DEPARTMENT will determine if subsequent investigations are required. The three phases are:

##### **Phase I - Initial Site Assessment (ISA)**

This phase involves determining the likelihood that a site contains hazardous materials. The steps necessary to accomplish this may include, but not be limited to:

- Review files of federal, state and local agencies that are sources of information on hazardous materials (e.g. EPA, fire departments, public health agencies, Department of Environmental Services).
- Examine existing records, such as Sanborn Insurance Maps, to determine previous land uses and identify past industries.
- Examine recent and past aerial photographs to identify changes in land use and areas of past filling.
- Conduct historical reviews to identify past land use and businesses.
- Visit the site area to inspect properties in and adjacent to the site and make a preliminary hazardous materials evaluation.

## ARTICLE I

- Interview property owners, local officials, and other appropriate persons.
- Enter information into a secure database.
- Recommend additional investigations as needed.

### **Phase II - Preliminary Site Investigations (PSI)**

For sites where the Initial Site Assessment reveals the potential or known presence of hazardous materials at or adjacent to the site, a Preliminary Site Investigation may be directed. The Preliminary Site Investigation will verify the findings of the Initial Site Assessment and examine the contaminated area to gain additional information. The steps necessary to conduct a Preliminary Site Investigation may include, but not be limited to:

- Prepare sampling plan.
- Establish sampling equipment.
- Develop quality assurance/quality control plan for proper and adequate handling, sampling, chain-of-custody of samples and testing protocols.
- Develop health and safety plan.
- Develop community relations plan.
- Test soil, surface water, groundwater, and/or air samples to determine whether hazardous materials are present in levels that exceed currently allowable NHDES/EPA limits.
- Document in accordance with NHDES Guidelines and enter summary into database.

### **Phase III - Detailed Site Investigation (DSI)**

The Detailed Site Investigation will be conducted as a comprehensive investigation of the site to determine the characteristics and extent of the contaminants. The tasks necessary to accomplish this may include, but not be limited to:

- Prepare sampling plan.
- Conduct ecological risk assessment.
- Develop health and safety plan.
- Coordinate with appropriate regulatory agencies (e.g. EPA, DES, State and local health agencies).
- Conduct sampling/analysis.
- Delineate extent of contamination.
- Identify remedial alternatives.
- Document results and enter summary into database.

2. The CONSULTANT shall perform, as necessary, tasks required to manage sites prior, during, and after construction. The steps necessary for this effort may include, but not be limited to:

## ARTICLE I

- Prepare Best Management Practices for individual sites.
- Develop health and safety plan.
- Perform and/or oversee remedial action
- Conduct construction monitoring to ensure all health and safety requirements are met.
- Develop asbestos disposal site plans.
- Perform post-construction monitoring.
- Seek Oil Discharge and Disposal Cleanup Fund (ODDCF) reimbursement through accurate record keeping.
- Oversee and coordinate with subcontractors for remediation projects, ensuring work is being conducted according to (DES/EPA) applicable rules and regulations
- Utilize existing technology to characterize each site.
- Compare costs for remediation to known sites
- Itemize lists of issues with their associated costs.

3. The CONSULTANT shall perform, as necessary, tasks required to provide the DEPARTMENT with remediation cost opinions necessary for accurate right-of-way appraisals.

The frequency with which a CONSULTANT is retained to provide the services described in this AGREEMENT is dependent on several factors, namely:

- The current number of projects assigned to the CONSULTANT.
- The amount of hazardous materials work required for any given project.
- The ability of the DEPARTMENT to perform the required environmental services with in-house personnel.
- The DEPARTMENT'S/FHWA'S satisfaction with the performance of the CONSULTANT'S services.

Thus, the work actually assigned to the CONSULTANT, if any, may vary and may consist of a portion of the steps described in each phase.

### **Access to Sites on Private Property**

For all phases, the CONSULTANT shall work with the DEPARTMENT to secure permission from the owner(s) for access to the site. Notice of Entry letters will be mailed by the DEPARTMENT, based upon a list of landowners' names and addresses developed, if needed, by the CONSULTANT and given to the DEPARTMENT, to landowners whose properties are within the project limits and are to be affected by hazardous materials investigations. Following written notification by the DEPARTMENT,

## ARTICLE I

the CONSULTANT shall, whenever possible, personally contact all resident property owners prior to making hazardous materials investigations or entering the property.

Any property damage resulting from the CONSULTANT'S work shall be promptly reported to the DEPARTMENT. The CONSULTANT shall exercise due care when working on private property, and site restoration will be the responsibility of the CONSULTANT and/or subconsultant.

### **C. STAFFING**

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

### **D. QUALITY CONTROL**

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

### **E. TASK ORDERS**

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that will include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT (e.g., any investigations previously conducted for the project, such as an Initial Site Assessment) and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work (e.g., describe the level of hazardous materials investigation required and define the extent of work), discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the

## ARTICLE I

DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

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

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Appropriate maps and preliminary plan sheets, as available, for use by the CONSULTANT in the prosecution of their investigations.
2. Results from Initial Site Assessments or other previously conducted hazardous materials investigations.
3. A right-of-entry permit, when necessary, obtained from the private property owners allowing access to the property and permission to perform subsurface testing and other necessary work.

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

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

The CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. The CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

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

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

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

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

Each CONSULTANT submission shall be supplemented with any material or descriptive matter necessary to facilitate a comprehensive review.

## ARTICLE I

### I. DELIVERABLES

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

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

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

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

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

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

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

## ARTICLE I

(\*DOC), Microsoft Excel (\*.XLS), etc.) and an electronic version in Adobe Acrobat (\*.PDF) file format.

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

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

The date of completion for the professional services rendered under this AGREEMENT is October 31, 2016, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

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

**ARTICLE II**

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

**A. AGREEMENT GENERAL FEE**

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

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

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

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

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

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

$$\begin{aligned} & \text{Labor Costs (Sum of negotiated hours x contract labor rates)} \\ + & \text{ Fixed Fee (negotiated amount)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ \hline = & \text{ Task Order Cost} \end{aligned}$$

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

$$\begin{aligned} & \text{Direct Labor Rate (\$/hr)} \\ + & \text{ Direct Labor Rate x Overhead Rate (\%)} \\ \hline = & \text{ Contract Labor Rate (\$/hr) for Base Period (CLRBP)} \end{aligned}$$

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)  
CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)\*  
\*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for

**ARTICLE II**

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

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

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

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$50.00 per hour (including annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a \$110.04 per hour maximum contract labor rate.

**CONTRACT LABOR RATES (PER HOUR)**

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Principal	\$110.04	\$110.04	\$110.04	\$
Senior Project Managers	\$109.86	\$110.04	\$110.04	
Sr. Project Engineer/Geologist/Scientist	\$102.47	\$105.54	\$108.71	\$
Project Manager	\$71.77	\$73.92	\$76.14	
Project Engineer/Geologist/Scientist	\$71.81	\$73.97	\$76.19	\$
Remediation Operations Manager	\$56.82	\$58.53	\$60.29	\$
Staff Engineer/Geologist/Scientist	\$49.58	\$51.07	\$52.60	\$
Technicians	\$45.58	\$46.95	\$48.35	\$
CADD/Administrative	\$48.55	\$50.01	\$51.51	\$

## ARTICLE II

\* Maximum contract labor rate allowed under this AGREEMENT.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include the annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%.
4. **Overhead Factor** - The negotiated overhead factor (120.08%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** – Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

## ARTICLE II

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

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

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

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

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

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

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

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

## ARTICLE II

### G. RECORDS - REPORTS

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

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

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

## ARTICLE III

### ARTICLE III - GENERAL PROVISIONS

#### A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

#### B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

## ARTICLE IV

### **ARTICLE IV - STANDARD PROVISIONS**

#### **A. STANDARD SPECIFICATIONS**

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

#### **B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS**

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 150 Zachary Road, 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. If no contract or contracts for construction of the project

## ARTICLE IV

contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

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

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

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

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

## ARTICLE IV

- outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

### **E. ADDITIONAL SERVICES**

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

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

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

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

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

## ARTICLE IV

### **G. SUBLETTING**

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate. If coverage 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**

## 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 (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury, and/or, (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

## ARTICLE IV

### b. Proof of Insurance

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

### 4. No Third-Party Rights

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

### 5. Construction of AGREEMENT

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

## **K. AGREEMENT MODIFICATION**

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

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

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

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

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

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

## ARTICLE IV

as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

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

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

### **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.

## ARTICLE IV

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

### **O. DOCUMENTATION**

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

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

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

ATC Group Services Inc  
(Company)  
By: [Signature]  
VICE PRESIDENT  
(Title)

Date: 8/20/13

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

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

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

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

*Attachment 2*

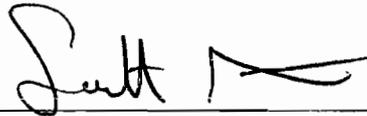
**CONSULTANT DISCLOSURE STATEMENT  
FOR PREPARATION OF  
ENVIRONMENTAL EVALUATIONS**

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

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

8/20/13

(Date)

A handwritten signature in black ink, appearing to read "Sult" followed by a stylized flourish.

(Signature)

**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

I hereby certify that I am the VICE PRESIDENT and duly-authorized representative of the firm of ATC Group Services 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.

8/20/13  
(Date)

[Signature]  
(Signature)

Attachment 4

**CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION**

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

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

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

except as here expressly stated (if any):

8/23/13  
(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: John Kudrycki  
Branch Manager

Dated: 8/20/13

CONSULTANT

By: [Signature]  
VICE PRESIDENT  
(TITLE)

Dated: 8/20/13

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Gironi

Dated: 8/23/13

THE STATE OF NEW HAMPSHIRE

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

Dated: 8/23/13

**Attorney General**

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 9/4/13

By: [Signature]  
Assistant Attorney General

**Secretary of State**

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

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

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



600 West Cummings Park, Suite 5450  
Woburn, Massachusetts 01801  
[www.cardnoatc.com](http://www.cardnoatc.com)  
781 932 9400  
Fax 781 932 6211

CERTIFICATE OF AUTHORITY/VOTE

I Ellen Miller (signer's name), Corporate Secretary (title)  
of ATC Group Services Inc. (name of entity), an entity lawfully organized  
and existing under the laws of Delaware (name of state or  
commonwealth), do hereby certify that the following is a true and correct copy of a  
resolution adopted on the 29<sup>th</sup> day of January, 2013\_ by the governing body of  
ATC Group Services Inc. (name of entity), in accordance  
with all of its documents of governance and management and the laws of  
Delaware (name of state or commonwealth)  
and further certify that such resolution has not been modified, rescinded or revoked,  
and is at present in full force and effect.

**RESOLVED:** That Scott Nathan, Vice President/Area Manager  
(Name and title of signer of contract documents)

of ATC Group Services Inc. is empowered and authorized, on behalf of the entity,  
(Name of entity)  
to execute and deliver contracts and amendments thereto, and all documents for  
Hazardous Material Services with the State of New Hampshire, Department of  
Transportation.

IN WITNESS WHEREOF, the undersigned has executed this certificate this 20<sup>th</sup>  
   day of August, 2013.

Sign Name:

Corporate Secretary  
Title:

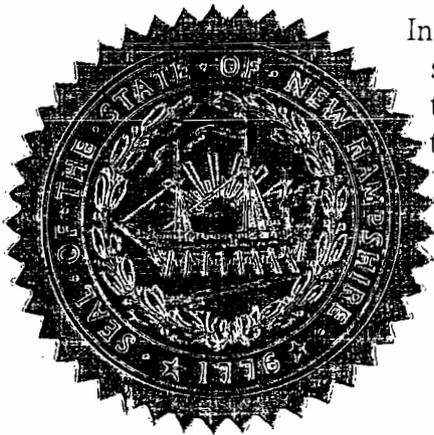
Ellen Miller  
Print name:

Corporate Seal

# 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 ATC GROUP SERVICES INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 24, 1998. 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 20<sup>th</sup> day of August, A.D. 2013

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/23/2013

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

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

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> ATC Group Services, Inc. Carono ATC ATC Associates, Inc. 221 Rue De Jean Suite 200 Lafayette LA 70508 USA	INSURER A: New Hampshire Ins Co      23841	
	INSURER B: National Union Fire Ins Co of Pittsburgh      19445	
	INSURER C: Chartis Specialty Insurance Company      26883	
	INSURER D: Insurance Co of the State of PA      19429	
	INSURER E:	
	INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 570051060428**      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY			PROP11781522 General Liability	09/30/2012	09/30/2013	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> Contractual Liability is included						PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> General Agg. apply per Project						GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COM/OP AGG
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			CA 3582949 Auto (AOS)	09/30/2012	09/30/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			CA 2714604 Auto (MA)	09/30/2012	09/30/2013	BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			PROU11781566 Umbrella	09/30/2012	09/30/2013	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$5,000,000
	<input type="checkbox"/> CLAIMS-MADE							
	DED						RETENTION \$10,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 025842893 Workers Comp (AOS)	09/30/2012	09/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			WC 025842892 Workers Comp FL	09/30/2012	09/30/2013	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Contractor Prof			PROP11781522 Professional Liability	09/30/2012	09/30/2013	Aggregate	\$2,000,000
							Per Incident	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Auto Liability and Umbrella Liability policy. General Liability and Auto Liability evidenced herein is Primary and Non-Contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the insured. A waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability, Auto Liability and Workers Compensation policy. Umbrella Liability is a Follow Form and provides Excess of General liability, Auto liability, Employers' liability and Contractors

**CERTIFICATE HOLDER****CANCELLATION**

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF TRANSPORTATION  
 JOHN O. MORTON BUILDING  
 7 HAZEN DRIVE  
 PO BOX 483  
 CONCORD NH 03302-0483 USA

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

*Aon Risk Services Southwest, Inc.*

Holder Identifier :

Certificate No : 570051060428





# ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Aon Risk Services Southwest, Inc.		<b>NAMED INSURED</b> ATC Group Services, Inc.	
<b>POLICY NUMBER</b> See Certificate Number: 570051060428			
<b>CARRIER</b> See Certificate Number: 570051060428	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Additional Description of Operations / Locations / Vehicles:**  
 Professional/ Pollution liability policies. The above captioned Professional Liability policy is a subject to \$25,000 deductible.

**STATEWIDE ON-CALL  
HAZARDOUS MATERIALS SERVICES**

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**STATEWIDE ON-CALL  
HAZARDOUS MATERIALS SERVICES**

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

**PREAMBLE**

THIS AGREEMENT made this 15 day of August in the year 2013 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Stantec Consulting Services, Inc., with principal place of business at 5 Dartmouth Drive, Suite 101, in the Town of Auburn, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical services for hazardous materials site assessment for various projects and facilities located throughout the STATE. These services are outlined in the CONSULTANT'S technical proposal dated September 5, 2012 and fee proposal dated December 17, 2012, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

## ARTICLE I

### **ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED**

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

#### **A. DESCRIPTION OF SERVICES**

The types of services required under the terms of this AGREEMENT shall generally include, but are not necessarily limited to, the following:

Provide engineering and/or technical services for hazardous materials site assessment for various projects and facilities located throughout the State as well as technology development and related support services.

Work performed by the CONSULTANT under this AGREEMENT may involve programming efforts to be undertaken. The CONSULTANT will need to adhere to the DoIT Application Security Requirements. IT Security involves all functions pertaining to the securing of State Data and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation. This shall include but is not limited to:

- Develop software applications based on industry best practices and incorporating information security throughout the software development life cycle.
- Perform a Code review prior to release of the application to the State to move it into production. The code review may be done in a manner mutually agreeable to the CONSULTANT and the State. Copies of the final, remediated results shall be provided to the State for review and audit purposes.
- Follow change control process and procedures relative to release of code.
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to, Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.
- Make available to the for review and audit purposes all software development processes and require training for application developers on secure coding techniques.
- Prior to the System being moved into production, the CONSULTANT shall provide results of all security testing to the Department of Information Technology (DoIT) for review and acceptance.
- If it interacts with the State's Website all components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.
- All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and

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physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.

- Any development work would involve a Statement of Work which would be submitted to the DoIT Director Review Process.

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

1. The CONSULTANT shall perform, as necessary, tasks required to first determine the possible presence, type, and extent of contamination and/or hazardous materials in and adjacent to proposed and existing highway right-of-way and at the DEPARTMENT'S sites and facilities. The tasks are grouped into three phases.

Upon completion of a phase, the DEPARTMENT will determine if subsequent investigations are required. The three phases are:

#### **Phase I - Initial Site Assessment (ISA)**

This phase involves determining the likelihood that a site contains hazardous materials. The steps necessary to accomplish this may include, but not be limited to:

- Review files of federal, state and local agencies that are sources of information on hazardous materials (e.g. EPA, fire departments, public health agencies, Department of Environmental Services).
- Examine existing records, such as Sanborn Insurance Maps, to determine previous land uses and identify past industries.
- Examine recent and past aerial photographs to identify changes in land use and areas of past filling.
- Conduct historical reviews to identify past land use and businesses.
- Visit the site area to inspect properties in and adjacent to the site and make a preliminary hazardous materials evaluation.
- Interview property owners, local officials, and other appropriate persons.
- Enter information into a secure database.
- Recommend additional investigations as needed.

#### **Phase II - Preliminary Site Investigations (PSI)**

For sites where the Initial Site Assessment reveals the potential or known presence of hazardous materials at or adjacent to the site, a Preliminary Site Investigation may be directed. The Preliminary Site Investigation will verify the findings of the Initial Site Assessment and examine the contaminated area to gain additional information. The steps necessary to conduct a Preliminary Site Investigation may include, but not be limited to:

- Prepare sampling plan.
- Establish sampling equipment.

## ARTICLE I

- Develop quality assurance/quality control plan for proper and adequate handling, sampling, chain-of-custody of samples and testing protocols.
- Develop health and safety plan.
- Develop community relations plan.
- Test soil, surface water, groundwater, and/or air samples to determine whether hazardous materials are present in levels that exceed currently allowable NHDES/EPA limits.
- Document in accordance with NHDES Guidelines and enter summary into database.

### **Phase III - Detailed Site Investigation (DSI)**

The Detailed Site Investigation will be conducted as a comprehensive investigation of the site to determine the characteristics and extent of the contaminants. The tasks necessary to accomplish this may include, but not be limited to:

- Prepare sampling plan.
- Conduct ecological risk assessment.
- Develop health and safety plan.
- Coordinate with appropriate regulatory agencies (e.g. EPA, DES, State and local health agencies).
- Conduct sampling/analysis.
- Delineate extent of contamination.
- Identify remedial alternatives.
- Document results and enter summary into database.

2. The CONSULTANT shall perform, as necessary, tasks required to manage sites prior, during, and after construction. The steps necessary for this effort may include, but not be limited to:

- Prepare Best Management Practices for individual sites.
- Develop health and safety plan.
- Perform and/or oversee remedial action
- Conduct construction monitoring to ensure all health and safety requirements are met.
- Develop asbestos disposal site plans.
- Perform post-construction monitoring.
- Seek Oil Discharge and Disposal Cleanup Fund (ODDCF) reimbursement through accurate record keeping.
- Oversee and coordinate with subcontractors for remediation projects, ensuring work is being conducted according to (DES/EPA) applicable rules and regulations
- Utilize existing technology to characterize each site.

## ARTICLE I

- Compare costs for remediation to known sites
- Itemize lists of issues with their associated costs.

3. The CONSULTANT shall perform, as necessary, tasks required to provide the DEPARTMENT with remediation cost opinions necessary for accurate right-of-way appraisals.

The frequency with which a CONSULTANT is retained to provide the services described in this AGREEMENT is dependent on several factors, namely:

- The current number of projects assigned to the CONSULTANT.
- The amount of hazardous materials work required for any given project.
- The ability of the DEPARTMENT to perform the required environmental services with in-house personnel.
- The DEPARTMENT'S/FHWA'S satisfaction with the performance of the CONSULTANT'S services.

Thus, the work actually assigned to the CONSULTANT, if any, may vary and may consist of a portion of the steps described in each phase.

### **Access to Sites on Private Property**

For all phases, the CONSULTANT shall work with the DEPARTMENT to secure permission from the owner(s) for access to the site. Notice of Entry letters will be mailed by the DEPARTMENT, based upon a list of landowners' names and addresses developed, if needed, by the CONSULTANT and given to the DEPARTMENT, to landowners whose properties are within the project limits and are to be affected by hazardous materials investigations. Following written notification by the DEPARTMENT, the CONSULTANT shall, whenever possible, personally contact all resident property owners prior to making hazardous materials investigations or entering the property.

Any property damage resulting from the CONSULTANT'S work shall be promptly reported to the DEPARTMENT. The CONSULTANT shall exercise due care when working on private property, and site restoration will be the responsibility of the CONSULTANT and/or subconsultant.

### **C. STAFFING**

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification, current direct-labor wage rates, and office location prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the

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DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the substitution in writing and provide resumes for the new individuals at least 14 days in advance of the proposed substitutions, for review by the DEPARTMENT.

### **D. QUALITY CONTROL**

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

### **E. TASK ORDERS**

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that will include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT (e.g., any investigations previously conducted for the project, such as an Initial Site Assessment) and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work (e.g., describe the level of hazardous materials investigation required and define the extent of work), discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

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

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Appropriate maps and preliminary plan sheets, as available, for use by the CONSULTANT in the prosecution of their investigations.
2. Results from Initial Site Assessments or other previously conducted hazardous materials investigations.
3. A right-of-entry permit, when necessary, obtained from the private property owners allowing access to the property and permission to perform subsurface testing and other necessary work.

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

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

The CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. The CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control. The CONSULTANT shall immediately notify the DEPARTMENT of such circumstances.

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

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

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

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

Each CONSULTANT submission shall be supplemented with any material or descriptive matter necessary to facilitate a comprehensive review.

### **I. DELIVERABLES**

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

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

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

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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/](http://www.nh.gov/dot/cadd/).)

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

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

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

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

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

The date of completion for the professional services rendered under this AGREEMENT is October 31, 2016, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above-noted completion date. The CONSULTANT shall complete any tasks begun, but not completed prior to the completion date in accordance with the methods

## ARTICLE I

of compensation specified in Article II and all other applicable portions and contractual requirements of this Agreement. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

## ARTICLE II

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

#### A. AGREEMENT GENERAL FEE

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

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

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

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

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

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

$$\begin{aligned} & \text{Labor Costs (Sum of negotiated hours x contract labor rates)} \\ + & \text{ Fixed Fee (negotiated amount)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ \hline = & \text{ Task Order Cost} \end{aligned}$$

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

$$\begin{aligned} & \text{Direct Labor Rate (\$/hr)} \\ + & \text{ Direct Labor Rate x Overhead Rate (\%)} \\ \hline = & \text{ Contract Labor Rate (\$/hr) for Base Period (CLRBP)} \end{aligned}$$

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)

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

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

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for

## ARTICLE II

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

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

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

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$50.00 per hour (including annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a \$135.68 per hour maximum contract labor rate.

### CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Senior Consultant	\$135.68	\$135.68	\$135.68	\$
Senior Engineer/Scientist	\$106.56	\$109.76	\$113.05	\$
Geotechnical/Civil Engineer	\$96.88	\$99.79	\$102.78	\$
Intermediate Eng./Scientist/Programmer	\$79.51	\$81.90	\$84.36	\$
Senior Staff Scientist/Technicians	\$70.46	\$72.57	\$74.75	\$
Staff Engineer/Scientist	\$55.20	\$56.86	\$58.57	\$
Clerical	\$50.47	\$51.99	\$53.55	\$

\* Maximum contract labor rate allowed under this AGREEMENT.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include the annual contract adjustment rate. For this

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AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%.

4. **Overhead Factor** - The negotiated overhead factor (171.36%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** – Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

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

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

## ARTICLE II

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

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

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

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

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

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

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

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

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

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Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

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

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

## ARTICLE III

### ARTICLE III - GENERAL PROVISIONS

#### A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

#### B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

## ARTICLE IV

### **ARTICLE IV - STANDARD PROVISIONS**

#### **A. STANDARD SPECIFICATIONS**

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

#### **B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS**

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 5 Dartmouth Drive, Suite 101, Auburn, NH.

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

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

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

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

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

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project

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contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

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

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

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

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

## ARTICLE IV

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

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

### **E. ADDITIONAL SERVICES**

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

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

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

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

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

## ARTICLE IV

### **G. SUBLETTING**

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate. If coverage 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**

## 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 (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury, and/or, (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

## ARTICLE IV

### b. Proof of Insurance

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

### 4. No Third-Party Rights

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

### 5. Construction of AGREEMENT

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

## **K. AGREEMENT MODIFICATION**

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

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

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

## ARTICLE IV

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

#### **COMPLIANCE**

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

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

## ARTICLE IV

as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

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

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

### **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.

## ARTICLE IV

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

### **O. DOCUMENTATION**

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

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

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

Startec Consulting Services Inc.  
(Company)  
By: [Signature]  
Principal  
(Title)

Date: 08/15/13

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

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

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

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

*Attachment 2*

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

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

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

08/15/13

(Date)



(Signature)

Attachment 3

**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

I hereby certify that I am the Principal and duly-authorized representative of the firm of Stantec Consulting Services 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.

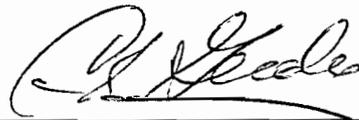
except as here expressly stated (if any):

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.

08/15/13

(Date)



(Signature)

Attachment 4

**CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION**

William J. Cass, F.E.  
Director of Project Development  
NHDOT

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

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

except as here expressly stated (if any):

8/21/13  
(Date)

William Cass  
(Signature)

*Attachment 5*

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

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

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

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

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

Attachment 9

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

**Consultant**

WITNESS TO THE CONSULTANT

By: [Signature]  
Project Manager

Dated: 8/15/2013

CONSULTANT

By: [Signature]  
Principal  
(TITLE)

Dated: 08/15/13

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: 8/21/13

THE STATE OF NEW HAMPSHIRE

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

Dated: 8/21/13

**Attorney General**

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 8/29/13

By: [Signature]  
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

**CERTIFICATE OF VOTE**

By unanimous written consent of the Board of Directors of **Stantec Consulting Services Inc.**, dated June 8, 2006, it was voted that

**Craig Gendron**

**Principal**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Officer/Employee*

of this company, be and hereby is authorized to execute a contract in the name and on behalf of said company, relating to the

**State of New Hampshire  
Department of Transportation  
Statewide On-Call Hazardous Material Services**

and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer/employee under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the Corporate Counsel of the above named corporation and that **Craig Gendron** is the duly appointed employee of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

\_\_\_\_\_  
Date

8/15/2013

\_\_\_\_\_  
William J. Edwards, Corporate Counsel

*W. J. Edwards*

*Corporate Seal*



# 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 Stantec Consulting Services Inc. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on May 9, 2006. 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 15<sup>th</sup> day of August, A.D. 2013

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES FOLLOW. 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  <b>MARSH CANADA LIMITED</b> <b>680, 10180 - 101 STREET</b> <b>EDMONTON, AB T5J 3S4</b>	CONTACT NAME: <b>MICHAEL POPLETT</b>	
	PHONE (A/C, No., Ext): <b>780-917-4850</b> FAX (A/C, No): <b>780-429-1422</b> E-MAIL ADDRESS: <b>MICHAEL.POPLETT@MARSH.COM</b>	
INSURED  <b>STANTEC CONSULTING SERVICES INC.</b> <b>5 DARTMOUTH DRIVE, SUITE 101</b> <b>AUBURN, NH 03032</b>	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E: <b>LLOYD'S OF LONDON</b>	<b>37540</b>
INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER: 693**                      **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 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
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>E</b>	<b>PROFESSIONAL LIABILITY</b> INCLUDING CONTRACTOR'S POLLUTION LIABILITY	N/A		QF047513 SIR \$75,000 NO RETROACTIVE DATE	08/01/13	08/01/14	CLAIM & AGGREGATE LIMIT \$3,000,000 INCLUSIVE OF COSTS CLAIMS MADE BASIS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
AUBURN, NH. STANTEC PROJECT #1917, RE: STATEWIDE ON CALL HAZARDOUS MATERIALS SERVICE. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSUREDS.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
STATE OF NEW HAMPSHIRE DOT JOHN O MORTON BUILDING ONE HAZEN DRIVE, PO BOX 483 CONCORD, NH 03302-0483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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