

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
October 2, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, for a total fee not to exceed \$1,660,885.66 to prepare the second phase of the preliminary engineering design for the section of Interstate 93 passing through Bow and Concord from I-89 through I-393, effective upon Governor and Council approval through December 31, 2015. 100% Turnpike Funds.

Funding is available as follows:

04-96-96-961017-7507	<u>FY 2014</u>
Central NH Turnpike	
046-500463 Eng Consultants Non-Benefit	\$1,660,885.66

EXPLANATION

The Department requires engineering and environmental consulting services to address long-term safety and capacity needs along approximately four miles of the Interstate 93 (I-93) corridor from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (I-393) in the City of Concord. The project includes Exit 1 on I-89 and Exit 1 on I-393. The development of the preliminary engineering for this project is proceeding in three phases (Parts A, B, and C). Part A is complete and involved system analysis, preparing base plans, inventorying resources, and screening conceptual alternatives. This contract is for the second phase (Part B) only. The purpose of Part B is to assist the Department in the selection of a preferred alternative for reconstruction within these limits, further development of preliminary engineering plans and formal environmental documentation to be taken to a Public Hearing. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Bow-Concord 13742).

The study will continue using a dynamic public participation program that involves public officials and as the project develops the general public will be involved. The advisory committee utilized during part A, the Planning Group, will be reconstituted for Part B. The Range of Reasonable Alternatives determined in Part A will be evaluated and refined in Part B to help determine a preferred alternative. Environmental impacts will be identified in more detail and quantified to determine required mitigation and documentation. Assuming a successful Public Hearing, the Department reserves the right to either negotiate a scope and fee for Part C (final design), or terminate the contract with McFarland-Johnson, Inc.

The 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 "Part B" preliminary engineering design and associated environmental services for the Bow-Concord 13742 project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on January 26, 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 March 6, 2012 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on April 27, 2012 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on June 28, 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, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of five (5) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm

The Louis Berger Group

Jacobs

McFarland Johnson, Inc.

URS Corporation

Vanasse Hangen Brustlin, Inc.

Office Location

Manchester, NH

Bedford, NH

Concord, NH

Salem, NH

Bedford, NH

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

McFarland-Johnson, Inc. has agreed to furnish the required services for a total fee not to exceed \$1,660,885.66. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

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

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

Sincerely,



Christopher D. Clement, Sr.
Commissioner

PROJECT: Bow-Concord, 13742 (I-93 Corridor from I-89 through Exit 15, I-393 Interchange)

DESCRIPTION: Preliminary engineering, environmental, and public involvement services are needed for approximately four miles of Interstate 93, extending from the Interstate 89 interchange in the Town of Bow northerly through the Interstate 393 interchange (Exit 15) in the City of Concord, New Hampshire. Preliminary engineering is required to carry forward the previously completed Part "A" Transportation Planning study to narrow the remaining reasonable alternatives to a preferred alternative. The Final Summary/Classification Report for the Part A Transportation Planning Study and other information are posted at <http://www.i93bowconcord.com>. Environmental efforts are needed to prepare and complete all appropriate environmental documentation and permitting requirements. It is expected this documentation will be an Environmental Assessment, taking into account, at a minimum, the requirements of the National Environmental Policy Act, the Clean Water Act, the National Historic Preservation Act and Section 4(f) of the US Department of Transportation Act. Permitting requirements will consider the State Wetlands Dredge and Fill permit and the National Pollutant Discharge Elimination System permit and other applicable permits. The Consultant will also be required to assist the Department in the public involvement process including a formal Public Hearing for the preferred alternative. The public involvement process for this project includes engagement of stakeholders, referred to as the Planning Group during Part A. The same Planning Group involvement will be carried through this Part B contract.

Services Required: BRDG, STRC, RDWY, ENV, HAZ, HIST, AIR, NOIS, HYD, ITS, TRAF, PUBLIC OUTREACH

SUMMARY

The Louis Berger Group, Inc.	3	3	3	3	3				15
McFarland-Johnson, Inc.	1	1	2	1	1				6
Vanasse Hangen Brustlin, Inc.	2	2	1	2	2				9

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	W E I G H T	Scoring of Firms		
		The Louis Berger Group, Inc.	McFarland-Johnson, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	16	20	10
Clarity of the Proposal	20%	10	20	15
Capacity to Perform in a Timely Manner	20%	10	20	10
Quality & Experience of Project Manager/Team	20%	10	18	18
Previous Performance	10%	6	10	9
Overall Suitability for the Assignment*	10%	6	10	9
Total	100%	78	98	89

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

- Ranking of Firms:
1. MJ
 2. VHB
 3. LBC

Rating Considerations	W E I G H T	Scoring of Firms		
		The Louis Berger Group, Inc.	McFarland-Johnson, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	15	19	18
Clarity of the Proposal	20%	15	20	19
Capacity to Perform in a Timely Manner	20%	16	18	17
Quality & Experience of Project Manager/Team	20%	15	18	17
Previous Performance	10%	7	9	9
Overall Suitability for the Assignment*	10%	7	10	9
Total	100%	75	94	89

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

- Ranking of Firms:
1. MJ
 2. VHB
 3. LBC

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	W E I G H T	The Louis Berger Group, Inc.	McFarland-Johnson, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	17	19
Clarity of the Proposal	20%	16	18	18
Capacity to Perform in a Timely Manner	20%	17	18	19
Quality & Experience of Project Manager/Team	20%	18	19	19
Previous Performance	10%	8	9	9
Overall Suitability for the Assignment*	10%	6	8	9
Total	100%	83	92	93

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

- Ranking of Firms:
1. Vanasse Hangen Brustlin, Inc.
 2. McFarland Johnson Inc
 3. The Louis Berger Group, Inc.

Rating Considerations	Scoring of Firms			
	W E I G H T	The Louis Berger Group, Inc.	McFarland-Johnson, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	12	20	18
Clarity of the Proposal	20%	12	19	16
Capacity to Perform in a Timely Manner	20%	14	19	19
Quality & Experience of Project Manager/Team	20%	15	19	19
Previous Performance	10%	8 8	9 9	9 9
Overall Suitability for the Assignment*	10%	6	10	9
Total	100%	67	96	90

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

- Ranking of Firms:
1. M-J
 2. VHB
 3. LBG

Rating Considerations	Scoring of Firms			
	W E I G H T	The Louis Berger Group, Inc.	McFarland-Johnson, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	16	14	18
Clarity of the Proposal	20%	17	19	18
Capacity to Perform in a Timely Manner	20%	18	17	19
Quality & Experience of Project Manager/Team	20%	17	15	19
Previous Performance	10%	8	9	9
Overall Suitability for the Assignment*	10%	8	9	9
Total	100%	84	94	92

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

- Ranking of Firms:
1. M-J
 2. VHB
 3. LBG

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)
NHDOT Prequalifications 2012

PART II – GENERAL QUALIFICATIONS

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

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

9-27-12

9. EMPLOYEES BY DISCIPLINE

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

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	17	1	A01	Acoustics; Noise Abatement	1
08	CADD Technician	7	4	A05	Airports; Nav aids; Airport Lighting; Aircraft	2
12	Civil Engineers	25	10	A06	Airports; Terminals; & Hangars; Freight	1
15	Construction Inspectors	2	0	B02	Bridges	6
18	Cost Engineer/Estimator	0	0	C08	Codes; Standards; Ordinances	1
19	Ecologist	0	0	C15	Construction Management	3
20	Economists	1	0	E01	Ecological & Archeological Investigations	2
23	Electrical Engineers	3	0	E09	Environmental Impact Studies, Assessments	3
24	Environmental Engineer	0	0	E11	Environmental Planning	2
24	Environmental Scientist	5	3	G01	Garages; Vehicle Maintenance Facilities;	1
29	Geographic Information System	2	0	H07	Highways; Streets; Airfield Paving; Parking	6
32	Hydraulic Engineer	1	0	H08	Historical Preservation	1
38	Land Surveyor	0	0	I01	Industrial Buildings; Manufacturing Plants	2
39	Landscape Architects	1	0	L06	Lighting (Exteriors; Street; Memorials;	1
42	Mechanical Engineers	5	0	M08	Modular Systems Design; Pre-fab Structures	1
47	Planners: Urban/Regional	6	1	P06	Planning (Site, Installation and Project)	2
55	Soils Engineers	0	0	R03	Railroad and Rapid Transit	1
57	Structural Engineers	11	6	S09	Structural Design; Special Structures	3
60	Transportation Engineers	11	4	S13	Stormwater Handling & Facilities	2
	Airport Engineer	3	0	T03	Traffic & Transportation Engineering	2
	Other Employees	0	0	W01	Warehouses & Depots	2
	Total	100	29	W02	Water Resources; Hydrology; Ground Water	1

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

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

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.


a. SIGNATURE 	b. DATE 8/29/2012
ME AND TITLE Michael Long, Regional Office Manager	

TABLE OF CONTENTS

PREAMBLE

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED	2
A. LOCATION AND DESCRIPTION OF PROJECT	2
B. SCOPE OF WORK (GENERAL).....	2
C. SCOPE OF WORK (SPECIFIC)	3
D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION	10
E. WORK SCHEDULE AND PROGRESS REPORTS	12
F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS	12
G. DATE OF COMPLETION	12
ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT	13
A. GENERAL FEE	13
B. SUMMARY OF FEES.....	15
C. LIMITATION OF COSTS.....	16
D. PAYMENTS	16
ARTICLE III - GENERAL PROVISIONS.....	17
A. HEARINGS, ETC.....	17
B. CONTRACT PROPOSALS.....	17
ARTICLE IV - STANDARD PROVISIONS	18
A. STANDARD SPECIFICATIONS.....	18
B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS.....	18
C. EXTENT OF CONTRACT	18
1. Contingent Nature of Agreement	18
2. Termination	18
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS	19
E. ADDITIONAL SERVICES	20
F. OWNERSHIP OF PLANS.....	20
G. SUBLETTING	20
H. GENERAL COMPLIANCE WITH LAWS, ETC.....	21
I. BROKERAGE	21
J. CONTRACTUAL RELATIONS.....	21
1. Independent Contractor	21
2. Claims and Indemnification	21
3. Insurance	22
4. No Third-Party Rights.....	23
5. Construction of Agreement	23
K. AGREEMENT MODIFICATION	23
L. EXTENSION OF COMPLETION DATE(S).....	23
M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE	23
N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS	25

1.	Policy.....	25
2.	Disadvantaged Business Enterprise (DBE) Obligation.....	25
3.	Sanctions for Non-Compliance.....	25
O.	DOCUMENTATION.....	26
P.	CLEAN AIR AND WATER ACTS.....	26

ATTACHMENTS

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

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**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 7 day of Oct. in the year 2013 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and McFarland-Johnson, Incorporated, with principal place of business at 53 Regional Drive, in the City of Concord, State of New Hampshire, and 49 Court Street, Metrocenter, in the City of Binghamton, State of New York, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to perform planning and development of alternatives to address transportation system needs along approximately four miles of the Interstate 93 (I-93) corridor from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (I-393) in Concord. The project includes Exit 1 on I-89 and Exit 1 on I-393.

The DEPARTMENT requires professional services to assist in the selection of a preferred alternative for reconstruction within these limits, further development of preliminary engineering plans and formal environmental documentation to be taken to a Public Hearing. These services are outlined in the CONSULTANT'S Part B Scope of Work and Task Description and revised Fee Proposal dated March 20, 2013, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves addressing transportation needs along approximately four miles of the Interstate 93 (I-93) corridor from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (I-393) in Concord. The project includes Exit 1 on I-89 and Exit 1 on I-393.

The development of the preliminary engineering for this project is expected to be performed in three phases (Parts A, B and C). This scope of services is for the second phase (Part B) only. The purpose of the second stage of the project is to continue to develop alternatives for the transportation system associated with the I-93 corridor as noted above. The alternative refinement process will: 1.) use a context-sensitive solution approach to determine a preferred alternative; 2.) identify all impacted natural and cultural resources with identified potential minimization/mitigation; 3.) prepare an Environmental Document for the preferred alternative; 4.) prepare a hearing plan for the preferred alternative.

B. SCOPE OF WORK (GENERAL)

The Bow-Concord section of Interstate 93 from the I-89/I-93 interchange to the I-93/I-393 interchange serves as a critical link for statewide travel to/from the White Mountains and the Lakes Region, as well as an important local route within Concord. The continued pressures of high traffic volumes, coupled with geometric and operational problems suggest the need for improvements to the corridor.

The goal of Part B is to select a preferred alternative consistent with the problems and vision established for the project in Part A, develop an approved Environmental Assessment, and bring it to a Public Hearing for approval.

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

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

ARTICLE I

C. SCOPE OF WORK (SPECIFIC)

The tasks for Part B have been separated into three Categories: Preliminary Engineering, Public Participation, and NEPA Documentation. The Preliminary Engineering tasks cover the work required to evaluate alternatives and develop a preferred alternative. The Public Participation tasks cover public outreach for all aspects of the project. The NEPA Documentation tasks cover the work required to document impacts of the alternatives to all resources. The tasks shown below are further described in the CONSULTANT'S Part B Scope of Work and Task Description dated March 20, 2013

Preliminary Engineering

1. Data Collection

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

2. Base Plan Preparation

The CONSULTANT shall update the base plans for the project based upon new digital mapping and ground survey provided by the DEPARTMENT. The most recent ortho-rectified digital aerial photographs will be provided by the DEPARTMENT.

3. Traffic Modeling

The CONSULTANT shall update the existing traffic model. As part of the Traffic Modeling the CONSULTANT will:

- Prepare growth projections for 10, 20, and 30 year horizons.
- Update the Regional model. Including data collection, migration of the existing Central New Hampshire Regional Planning Commission model network into TransCAD Platform, preparation and calibration of the Regional model, develop and run a future Year Transportation Network, and provide documentation and training of CNHRPC and DEPARTMENT staff for managing and updating the model.
- A corridor microsimulation model will be developed and calibrated for the base year and future year networks.

4. Alternative Development & Evaluation

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

- 4.1. Reasonable Alternatives Each alternative and component will be developed to an equal level of detail. Lanes, shoulders, bridge limits, slope limits, right of way requirements, and potential water quality protection measures for each alternative and component will be determined. It is

ARTICLE I

anticipated that the existing rail corridor will be impacted with at least one of the build alternatives.

4.2. Traffic Analysis Traffic analyses will be performed on all the alternatives and interchange options. The latest edition of the Highway Capacity Manual will be utilized as well as SYNCHRO and SIDRA software for intersection analysis. The capacity and level of service for each element will be determined.

4.3. Cost Estimates Conceptual cost estimates will be developed for the alternatives and components. The cost estimates will quantify items such as pavement, earthwork, bridges, structures and significant drainage facilities and apply the Department's most recent weighted average unit prices. Other items will be estimated on a percentage basis. Right of Way costs will be determined from the assessed value of impacted property. Engineering and mitigation costs will be estimated on a percentage basis.

5. Technical Reports

The CONSULTANT shall provide several technical reports as part of the Preliminary Engineering effort. They include a Rail and Transit Assessment Report, a Corridor Plan Report and an Engineering Report.

6. Project Team Meetings

It is expected that over the course of Part B, project team meetings will need to be held. These are informal meetings that will take place to discuss a variety of project issues including resource constraints, cost issues and impacts of alternatives. These meetings will include members of the CONSULTANT and the DEPARTMENT, but may also include the City of Concord Staff, the Town of Bow staff, CNHRPC staff, state or federal agency staff, or others as appropriate.

NEPA Documentation

1. Data Collection

The CONSULTANT shall review all previous studies and data sources, including the Summary/Classification Report developed in Part A, to identify all resources present within the Project Area. Resources to be identified include:

- Water-Based Resources

Groundwater: Aquifers and public water supplies within the study area were mapped and described in the Part A Summary Report. Data will be updated based on existing sources of information, such as the GRANIT GIS database, NHDES mapping, or city mapping. The CONSULTANT will describe these resources and display them on project mapping.

Surface Waters: Existing surface waters were identified and described in Part A. Existing water quality data was also described, and will be updated using published data sources.

ARTICLE I

Floodplains: FEMA floodplain and floodway lines were mapped in Part A based on City of Concord and FEMA mapping. This mapping will be used for Part B.

Wetlands: The CONSULTANT will delineate wetlands and determine their functions and values within the study area limits based on state and federal criteria, and will collect field data sufficient to document the delineation. Landowners will be notified by the DEPARTMENT. The CONSULTANT will survey wetland flagging using a GPS unit with sub-meter accuracy. The CONSULTANT will note any unusual features such as invasive species, disturbed areas, or uncommon wetland types such as bogs or vernal pools.

- Land-Based Resources

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

Active Farmlands: Active farmlands will be identified and described.

Public and Conserved Lands: Publicly owned lands, bicycle and pedestrian trails, and privately conserved lands were identified in Part A, and will be updated if necessary.

Section 4(f) Resources: Parks, historic sites, or other areas subject to Section 4(f) will be identified.

Section 6(f) Resources: Lands receiving Section 6(f) funds will be identified based on coordination with the NH Department of Resources and Economic Development.

- Wildlife

Wildlife and Habitat: The wildlife resource identification completed in Part A will be supplemented with information from the NH Wildlife Action Plan and from ongoing project field work.

Fisheries: The fisheries resource information will be updated based on coordination with NH Fish and Game.

Threatened and Endangered Species: Threatened and endangered species information will be updated based on coordination with the NH Department of Resources and Economic Development, NH Fish and Game and the US Fish and Wildlife Service.

- Cultural Resources (Historic)

The CONSULTANT will inventory historic resources in accordance with the NHDHR Guidelines for Inventory.

- Cultural Resources (Archaeology)

The CONSULTANT will undertake a Phase 1A investigation of areas of archeological sensitivity within the study area. Any sensitive areas that may be impacted by project alternatives may be further investigated with a Phase 1B investigation to determine if resources are present.

ARTICLE I

- Others

Social and Economic Resources The socioeconomic setting was evaluated in Part A. The CONSULTANT will be responsible for the overview socio-economic analysis. The CONSULTANT will identify the socio-economic relationship between the study area transportation/circulation pattern and the businesses and residents within its immediate influence.

Visual Resources The CONSULTANT will update the visual environment described in the Part A study.

Noise Receptors The CONSULTANT will identify receptors for a noise impact analysis.

Air Quality Current air quality classifications and attainment status will be identified.

Invasive Species The CONSULTANT will determine the presence of invasive species during other project field investigations. General locations will be identified, but no detailed mapping will be provided.

Contaminated Properties Part A involved a database search to identify areas with records of hazardous materials. Fourteen sites were immediately adjacent to the I-93 corridor. In Part B it is assumed five Individual Site Assessments will need to be completed. The CONSULTANT will coordinate with the DEPARTMENT's hazardous materials specialists to confirm findings and determine future requirements.

2. Agency Coordination

The CONSULTANT will attend several of the DEPARTMENT monthly Natural Resource Agency meetings and coordinate a field meeting with the agencies to review resource impacts. The CONSULTANT will also attend several of the DEPARTMENT meetings with the NH Division of Historical Resources to discuss scope and findings. The resource agencies will be invited to appropriate Planning Group meetings to allow conversation regarding impacts and findings.

3. Project Purpose and Need

The CONSULTANT will develop a formal Purpose and Need Statement for the project consistent with NEPA and other Federal guidelines. The basis for the Purpose and Need will be the Problem and Goal Statements developed in Part A. The Planning Group will assist in the development of the draft and final versions of this statement.

4. Alternatives – Summary of Development and Evaluation

The CONSULTANT will develop a Summary Matrix of the impacts and effects of the Reasonable Alternatives for use by the Planning Group to determine the Preferred Alternative. The entire alternatives screening and selection process will be summarized in the Environmental Assessment. This will include initial alternatives concepts, screening criteria and results, and the basis for eliminating alternatives or options.

ARTICLE I

5. Description of Proposed Action

The CONSULTANT will describe the Proposed Action in detail, including location, dimensions, traffic patterns, amenities or facilities such as pedestrian crossings, construction issues, and costs. Conceptual plan views and cross-sections will be included.

6. Environmental Impacts of Reasonable Alternatives

The CONSULTANT will identify resource impacts, potential measures to minimize or mitigate impacts, and possible resource enhancements that could be accommodated by the preferred alternative.

The CONSULTANT will perform tasks as outlined in the March 20, 2013 Scope of Work and Task Descriptions for the following resources/impacts:

- Land Use
- Social and Economic Resources
- Farmlands
- Air Quality
- Noise
- Groundwater Resources
- Surface Water Resources
- Floodplains
- Wetlands
- Wildlife/Vegetation/Fisheries
- Parks/Recreation/Conservation Lands
- Cultural Resources
- Hazardous Materials
- Visual Resources
- Environmental Justice (provided by the DEPARTMENT)
- Indirect and Cumulative Impacts
- Construction Impacts
- Summary of Impacts
- Environmental Commitments

7. Section 4(f) and 6(f)

The CONSULTANT will prepare a Section 4(f) evaluation that complies with applicable federal laws and regulations, including Section 4(f) of the Department of Transportation Act, 23 CFR 774, FHWA's *Section 4(f) Policy Paper*, and other resources as appropriate. The evaluation will include: a description of Section 4(f) resources; a description of any project "use" of the resources; an alternatives

ARTICLE I

analysis, including a least overall harm analysis; measures to minimize harm; coordination activities with FHWA; and conclusions. Section 6(f) properties will be identified, and potential impacts to 6(f) properties will be quantified. Coordination for use of 6(f) properties will include one field meeting with the Department of Resources and Economic Development and additional coordination activities.

8. Draft Environmental Assessment

The Draft Environmental Assessment (EA) will document the resource impacts outlined in Task 6 above. The EA will incorporate, either directly or by reference, the alternatives analysis and conclusions reached in Part A and in the subsequent selection of a preferred alternative. The document will also identify which environmental permits are required, but the actual permit applications will not be prepared in Part B; permit applications will be prepared during future final design work. The Section 4(f) evaluation, resource reports, agency correspondence, and public meeting summaries will be appended. An administrative Draft will be prepared for review by the DEPARTMENT and FHWA. After comments are addressed by the CONSULTANT, the Draft EA will be submitted to the DEPARTMENT, FHWA, and all other parties as directed, for review. Fifty (50) copies of the Draft EA will be provided by the CONSULTANT.

9. Final Environmental Assessment

Following review of the Draft EA and comments received at the Public Hearing, the CONSULTANT will meet with the DEPARTMENT and FHWA to go over comments. The CONSULTANT will then revise and resubmit the document. It is anticipated one (1) review round will be necessary. Ten (10) copies of the Final EA will be provided to the DEPARTMENT as well as twenty (20) CD's of the document.

10. Finding of No Significant Impact (FONSI)

Following approval of the Final EA, the CONSULTANT will assist the DEPARTMENT and FHWA in preparation of the project FONSI.

Public Participation

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

1. Prepare a Public Involvement Plan

The CONSULTANT will prepare a Public Involvement Plan outlining all elements of the tasks listed below. The plan will include a detailed schedule of all activities.

ARTICLE I

2. Planning Group Meetings

The Planning Group, or some faction of it, formed in Part A will continue to function in Part B. The committee will consist of representatives from the City of Concord, Town of Bow, Central NH Regional Planning Commission, and neighboring towns. The Planning Group will provide advice, give input on issues and ways of addressing them, and assist in the development of the preferred alternative. Meetings will be held on a regular basis throughout the development of the study. It is anticipated a maximum of ten (10) group meetings will be held during this part of the project.

The CONSULTANT shall perform the following tasks for each Planning Group meeting:

- Advance notification of all group members, including an agenda via e-mail and correspondence to all group members.
- Preparation of presentation graphics, handouts, and support displays required for each group meeting. Depending on the agenda, graphics could include large scale colored plan rolls, various design displays, power point presentations, computer visualizations/renderings, landscape architectural perspectives/sketches of proposed alternatives, traffic simulations, and digital video preparation.
- Lead technical portions of presentations relative to engineering, traffic, and environmental components of the project.
- Preparation and distribution of meeting minutes to group members.

3. Public Officials Meetings

It is anticipated that a Public Officials meeting will be held in Concord and Bow to inform the elected officials of important project developments. The CONSULTANT will assist the DEPARTMENT with the presentation of these meetings.

4. Public Informational Meetings

Two (2) Public Informational Meetings will be held (in addition to the Public Hearing) to involve the public and other interested parties (including identified Consulting Parties) in the project development process. The first Public Informational Meeting will take place early in Part B while the second Public Informational Meeting will focus on the preferred alternative and will occur prior to finalizing the environmental document during the NEPA process.

During each Public Informational Meeting a presentation will be given. Project graphics provided by the CONSULTANT will also be displayed for public viewing before and after the meeting.

5. Project Website

The CONSULTANT will update and maintain the project website (i93bowconcord.com) that was developed in Part A. The website will be updated to reflect the new format used on the DEPARTMENT's website. The website will provide project information and updates (including project

ARTICLE I

plans, meeting minutes, points of contact, project newsletters, future planned meetings and other key project information).

6. Project Newsletter

The Consultant will prepare project newsletters that will be posted on the project website and will also be distributed by mail to key stakeholders, project abutters, resource agencies, special interest groups, and others as determined by the DEPARTMENT.

7. Public Hearing

A formal Public Hearing will be held at the end of Part B for final approval of the preferred alternative and environmental document. A presentation will be given and graphics displayed for public viewing before and after the meeting. The CONSULTANT will prepare all graphics and meeting materials. The CONSULTANT will also assist the DEPARTMENT in addressing comments submitted at the hearing.

D. Material Furnished by the Department of Transportation

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in English Units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:
 - a. All existing survey and baseline data on disk or tape, field notes, and note reductions in the format outlined in the current DEPARTMENT CAD/D Procedures and Requirements. An electronic ground model shall be provided, if available, along with all existing information that can be used to create a model (ASCII point file, SDR data files, etc.).
 - b. Electronic survey-data-file notes (meaning an unprocessed, survey-data dump) of all additional surveys requested by any party during the design process. The CONSULTANT shall be responsible for the reduction, editing, and incorporation of this data into the ground-terrain model and the plans. This data will be provided in a format as indicated in paragraph 1.a. above. Upon completion, the CONSULTANT shall confirm that the survey is correct by conducting appropriate field inspections.
 - c. Electronic preliminary horizontal and vertical alignments for the project limits as envisioned. This data will be in MX format and coordinate (x,y,z) data (ASCII) format, in accordance with the DEPARTMENT'S CADD/D Procedures and Requirements.
 - d. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the ground terrain model and plans shall be the responsibility of the CONSULTANT.

ARTICLE I

- e. Electronic drawings in MicroStation format of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D procedures and Requirements.
 - f. Electronic drawings in MicroStation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of the preliminary base plans to the DEPARTMENT for use by the utilities. The CONSULTANT shall be responsible for the incorporation of this information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
2. Prints of the following information:
 - a. Any information outlined in Article I.D.1.a thru f. above (electronic information) both existing and proposed, when available, for verification by the CONSULTANT.
 - b. Any additional information (e.g., abstracting, utilities, etc., not available electronically) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
 3. Right-of-way data. This will include legacy alignments, existing right-of-way layout, property lines, parcel owners, and any other applicable abstracting information in MicroStation format for incorporation into the plans by the CONSULTANT.
 4. Typical roadway cross-section data. The location of all existing and proposed utilities through direct contact with the various utility companies.
 5. Geotechnical investigations and recommends, if available. Electronic files of the Environmental resource data collected in previous studies..
 6. Crash history for I-93 and at the interchanges of I-89, Exit 12, Exit 13, Exit 14, and Exit 15 and I-89, Exit 1 and I-393 Exit 1 (as needed).
 7. Additional traffic count data as determined by the CONSULTANT.
 8. The DEPARTMENT will be responsible for the Environmental Justice sections of the Environmental Assessment. The CONSULTANT will incorporate these sections into the document.
 9. Mapping from aerial photography supplemented by ground survey by the DEPARTMENT within the study area. The ground model will be delivered in MX format according to the NHDOT CAD/D Procedures and Requirements.
 10. The latest available high-resolution color orthorectified (to the x and y coordinate only) aerial photography completed by DEPARTMENT.

ARTICLE I

E. WORK SCHEDULE AND PROGRESS REPORTS

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

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

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

F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

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

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

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

G. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part B professional services rendered under this AGREEMENT is December 31, 2015.

ARTICLE II

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

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

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

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

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

ARTICLE II

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

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

The total amount to be paid under this AGREEMENT shall not exceed \$1,660,885.66, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and man-hour estimates of March 20, 2013), except by agreement of all parties made after supplemental negotiations, and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion by more than one (1) year, the general fee may be renegotiated; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work outlined in this AGREEMENT, as determined by the DEPARTMENT.

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

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

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

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

ARTICLE II

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

B. SUMMARY OF FEES

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

- a. Actual CONSULTANT'S salaries*, costs applicable to actual salaries, salary burden (direct and indirect), and administrative costs attributable to overhead, the sum of which is estimated at \$817,547.86. For billing purposes, salary burden and overhead costs are currently estimated at 175.0% of actual salaries.
- b. A fixed fee to cover profit and non-reimbursed costs at \$81,754.79.
- c. Reimbursement for direct, out-of-pocket expenses estimated at \$ 18,200.00.
- d. Reimbursement for actual cost* of subconsultants estimated as follows:
 - Applied Economic Research \$68,849.08.
 - Carol R. Johnson, Inc. \$23,779.56.
 - Preservation Company \$166,899.71.
 - Independent Archaeological Consulting, LLC \$10,718.25.
 - Jeffrey H. Taylor & Associates \$17,068.50.
 - Nobis Engineering \$14,243.99.
 - Resource Systems Group, Inc. \$273,937.01.
 - TranSystems \$165,886.93.

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

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

ARTICLE II

C. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed \$1,660,885.66 unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the cost set forth under Article II, Section A and the CONSULTANT agrees to use its best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.
4. Change orders issued under this Contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

D. PAYMENTS

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

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with the project. The CONSULTANT shall assist with all necessary hearings as noted in Article I, Public Participation and the CONSULTANT's Part B Scope of Work and Task Description dated March 20, 2013.

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT.)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA – CONFERENCES - INSPECTIONS

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

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

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

ARTICLE IV

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

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

ARTICLE IV

perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction;

the CONSULTANT shall be entitled to compensation therefore in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

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

ARTICLE IV

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

ARTICLE IV

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

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

3. Insurance

a. Required Coverage

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

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

b. Proof of Insurance

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

ARTICLE IV

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5

ARTICLE IV

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

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor

ARTICLE IV

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

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

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

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

ARTICLE IV

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

Attachment 1

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

The CONSULTANT , proposed subconsultant _____, hereby certifies that it has , has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has , has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

McFarland-Johnson, Inc.

(Company)

By: 

Richard J. Brauer, P.E.
President/CEO

(Title)

Date: 10/7/13

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.**

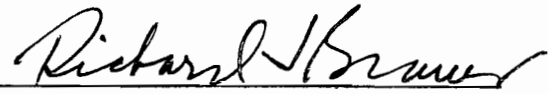
**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

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

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

10/7/13

(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

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

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

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

except as here expressly stated (if any):

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

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

10/1/13

(Date)

Richard Johnson

(Signature)

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

William J. Cass, P.E.
Director of Project Development
NH DOT

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):

10/16/13
(Date)

William J. Cass
(Signature)

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

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

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

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

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

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: Linda M. Monahan
Linda M. Monahan
Administrative Assistant

Dated: 10/7/13

CONSULTANT

By: Richard J. Brauer
Richard J. Brauer, P.E.
President/CEO

(TITLE)
Dated: 10/7/13

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Drown

Dated: 10/16/13

THE STATE OF NEW HAMPSHIRE

By: William J. Cass
William J. Cass, P.E.
Director of Project Development
NH DOT

DOT COMMISSIONER
Dated: 10/16/13

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: 10/17/13

By: M. A. W.
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:
By: _____
Secretary of State

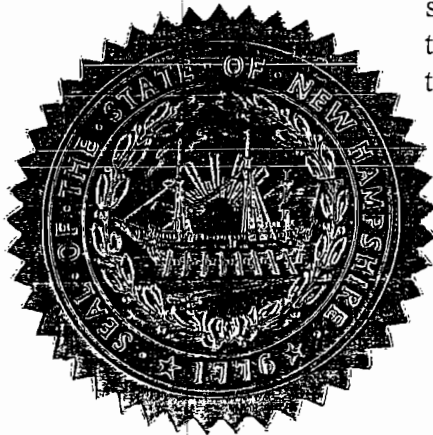
State of New Hampshire

Department of State

CERTIFICATE

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

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of April, A.D. 2013



William M. Gardner
Secretary of State

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

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

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

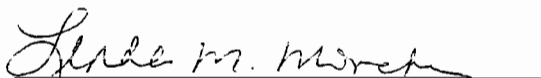
<u>Name</u>	<u>Office</u>
Richard J. Brauer	- President/CEO – Engineering
James M. Festa	- Sr. Vice President/COO/Chief Engineer/ Binghamton Regional Office Manager
Frank J. Greco	- Sr. Vice President/CFO/Secretary/Treasurer
Chad G. Nixon	- Sr. Vice President/BDO
Robert W. Lambert	- Vice President
Frederick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

I certify that as a result of the action of the Board of Directors, Richard J. Brauer, President/CEO – Engineering of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Bow-Concord, T-A000(018), 13742 (Part B), in the name of and on behalf of the Corporation for the rendering of services by the Corporation.


Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO
this 7th day of October 2013


Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2013

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	01SBAAQ4699 (VT,)	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000
			01SBAAQ4702 (NY)			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
			01SBAAQ4704 (CT, NH, PA)			MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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		01UECGF9204	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		01XHWWZ3498	1/1/2013	1/1/2014	
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	01WBCPT5691	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Bow-Concord, T-A000(018), 13742 (Part B)
 State of New Hampshire Department of Transportation shall be named as additional insured on the General Liability policy.

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/04/2013

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

1-201-262-1200

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

INSURERS AFFORDING COVERAGE

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

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

COVERAGES

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

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

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

Bow-Concord, T-A000(018), 13742 (Part B), MJ Project No. 17841.00

CERTIFICATE HOLDER

New Hampshire Department of Transportation

P. O. Box 483
7 Hazen Drive
Concord, NH 03302-0483

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 