



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Handwritten initials '26' and 'Beath'

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
December 15, 2016

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with the firm of Vanasse Hangen Brustlin, Inc., Bedford, NH, Vendor #174584, for an amount not to exceed \$950,877.12, for preliminary design of improvements to US 202 at its intersection with NH 124 and NH 137 in the Town of Jaffrey, effective upon Governor and Council approval, through January 31, 2019. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2017, and are contingent upon the availability and continued appropriation of funds in FY 2018 and FY 2019, with the ability to adjust encumbrances between State Fiscal Years if needed and justified:

Table with 4 columns: Account Number, FY 2017, FY 2018, FY 2019. Row 1: 04-096-96-963515-3054 Consolidated Federal Aid. Row 2: 046-500464 Gen Consultants Non-Benefit \$238,000.00 \$476,000.00 \$236,877.12

EXPLANATION

The Department requires professional engineering, environmental, and public involvement consulting services for the study of improvements to US 202 and its intersections with NH 124 and NH 137 in the Town of Jaffrey. Preliminary engineering is required to develop and evaluate alternatives to improve the flow of traffic within and through the historic town center. Environmental efforts are needed to prepare and complete all appropriate environmental documentation including, 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. The environmental evaluation will also need to identify all applicable environmental permitting requirements. The Consultant will also assist the Department in undertaking a robust public involvement process building upon the Town's planning efforts, including close coordination with the Town of Jaffrey and other stakeholders, and culminating in a formal Public Hearing for the preferred alternative. The tenets of context sensitive solutions will be employed as appropriate to achieve a balance among the competing needs of motorized and non-motorized road users and other stakeholders, while minimizing impacts upon the natural, cultural, and social environments. This project will require both Part "A" (Preliminary Design) and Part "B" (Final Design) services. This agreement is for Part "A" only. Upon completion of Part "A" services, the Department reserves the right to either negotiate a scope and fee for Part "B", or terminate the contract. This project is included in the State's Ten-Year Transportation Improvement Plan (Jaffrey, X-A003(234), 16037).

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 Jaffrey 16037 US 202/NH124/NH137 Improvements (Preliminary Design Part A). The assignment was listed as a "Project Soliciting for Interest" on the Department's website on August 29, 2014 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 October 9, 2014 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on November 17, 2014 through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on January 8, 2015 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 six consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm

BETA Group, Inc.
 DuBois & King Inc.
Fay, Spofford & Thorndike, LLC
 McFarland-Johnson, Inc.
TEC, Inc.
Vanasse Hangen Brustlin, Inc.

Office Location

Norwood, MA
 Bedford, NH
Bedford, NH
 Concord, NH
Lawrence, MA
Bedford, NH

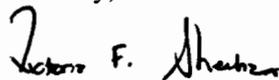
The firm of Vanasse Hangen Brustlin, Inc. was recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services. Background information on this firm is attached.

Vanasse Hangen Brustlin, Inc. has agreed to furnish the professional engineering services for an amount not to exceed \$950,877.12. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

This Agreement (Jaffrey, X-A003(234), 16037) 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,



Victoria F. Sheehan
 Commissioner

Attachments

PROJECT: Jaffrey 16037 (Part A)

DESCRIPTION: Preliminary engineering, environmental, and public involvement services are needed for the study of improvements to US 202 and its intersections with NH 124 and NH 137 in the Town of Jaffrey, New Hampshire. Preliminary engineering is required to develop and evaluate alternatives to improve the flow of traffic within and through the historic town center of Jaffrey, building upon prior studies undertaken by the Town and by Plan NH. The task will include reestablishing and documenting the existing highway right of way in a manner suitable for recording at the Cheshire County Registry of Deeds. Environmental efforts are needed to prepare and complete all appropriate environmental documentation including, 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. The environmental evaluation will also need to identify all applicable environmental permitting requirements. The Consultant will also assist the Department in undertaking a robust public involvement process building upon the Town's planning efforts, including close coordination with the Town of Jaffrey and other stakeholders, and culminating in a formal Public Hearing for the preferred alternative. The tenets of context sensitive solutions will be employed as appropriate to achieve a balance among the competing needs of motorized and non-motorized road users and other stakeholders, while minimizing impacts upon the natural, cultural, and social environments.

Services Required: BRDG, STRC, RDWY, ENV, HAZ, HIST, AIR, NOIS, HYD, TRAF, PINV, SURV

Fay, Spofford & Thorndike, LLC	2	2	2	2	2	2	2	2	14
TEC, Inc.	3	3	3	3	3	3	3	3	24
Vanasse Hangen Brustlin, Inc.	1	1	1	1	1	1	1	1	7

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	W E I G H T	Fay, Spofford & Thorndike, LLC	TEC, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	20	15	15
Clarity of the Proposal	20%	20	15	15
Capacity to Perform in a Timely Manner	20%	15	15	20
Quality & Experience of Project Manager/Team	20%	20	20	20
Previous Performance	10%	5	5	10
Overall Suitability for the Assignment*	10%	5	5	10
Total	100%	85	75	90

*Includes: Proximity to project and usage, quality and experience of subconsultants

- Ranking of Firms:
1. VHB
 2. FST
 3. TEC

Rating Considerations	Scoring of Firms			
	W E I G H T	Fay, Spofford & Thorndike, LLC	TEC, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	15	20
Clarity of the Proposal	20%	15	13	20
Capacity to Perform in a Timely Manner	20%	19	15	19
Quality & Experience of Project Manager/Team	20%	13	16	20
Previous Performance	10%	9	7	10
Overall Suitability for the Assignment*	10%	9	7	10
Total	100%	92	73	99

*Includes: Proximity to project and usage, quality and experience of subconsultants

- Ranking of Firms:
1. VHB
 2. FST
 3. TEC

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	W E I G H T	Scoring of Firms		
		Fay, Spofford & Thorndike, LLC	TEC, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	18	19
Clarity of the Proposal	20%	18	16	19
Capacity to Perform in a Timely Manner	20%	18	16	19
Quality & Experience of Project Manager/Team	20%	18	18	19
Previous Performance	10%	9	8	9
Overall Suitability for the Assignment*	10%	8	6	9
Total	100%	89	80	94

*Includes: Proximity to project and usage, quality and experience of subconsultants p

- Ranking of Firms:
1. Vanasse Hangen Brustlin, Inc
 2. Fay, Spofford & Thorndike, LLC
 3. TEC, Inc.

Rating Considerations	W E I G H T	Scoring of Firms		
		Fay, Spofford & Thorndike, LLC	TEC, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	15	20
Clarity of the Proposal	20%	18	15	20
Capacity to Perform in a Timely Manner	20%	18	17	18
Quality & Experience of Project Manager/Team	20%	19	16	20
Previous Performance	10%	9	8	10
Overall Suitability for the Assignment*	10%	9	7	10
Total	100%	91	78	98

*Includes: Proximity to project and usage, quality and experience of subconsultants

- Ranking of Firms:
1. VHB
 2. FST
 3. TEC

Rating Considerations	W E I G H T	Scoring of Firms		
		Fay, Spofford & Thorndike, LLC	TEC, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	14	28
Clarity of the Proposal	20%	17	15	20
Capacity to Perform in a Timely Manner	20%	15	12	17
Quality & Experience of Project Manager/Team	20%	19	12	20
Previous Performance	10%	27	10	27
Overall Suitability for the Assignment*	10%	9	5	10
Total	100%	87	63	97

*Includes: Proximity to project and usage, quality and experience of subconsultants p

- Ranking of Firms:
1. VHB
 2. FST
 3. TEC

Rating Considerations	W E I G H T	Scoring of Firms		
		Fay, Spofford & Thorndike, LLC	TEC, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	17	19
Clarity of the Proposal	20%	17	16	20
Capacity to Perform in a Timely Manner	20%	18	18	19
Quality & Experience of Project Manager/Team	20%	18	17	19
Previous Performance	10%	7	7	9
Overall Suitability for the Assignment*	10%	9	6	10
Total	100%	88	81	96

*Includes: Proximity to project and usage, quality and experience of subconsultants

- Ranking of Firms:
1. VHB
 2. FST
 3. TEC

Rating Considerations	W E I G H T	Scoring of Firms		
		Fay, Spofford & Thorndike, LLC	TEC, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	17	15	19
Clarity of the Proposal	20%	17	15	19
Capacity to Perform in a Timely Manner	20%	18	16	18
Quality & Experience of Project Manager/Team	20%	18	16	20
Previous Performance	10%	8	7	9
Overall Suitability for the Assignment*	10%	9	10	10
Total	100%	87	75	95

*Includes: Proximity to project and usage, quality and experience of subconsultants

- Ranking of Firms:
1. VHB
 2. FST
 3. TEC

ARCHITECT – ENGINEER QUALIFICATIONS

PART II – GENERAL QUALIFICATIONS

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

FIRM (OR BRANCH OFFICE) NAME Vanasse Hangen Brustlin, Inc (VHB)/Bedford, NH			3. YEAR ESTABLISHED 1987	4. DUNS NUMBER 61-521-0440
2b. STREET 200 8 Bedford Farms Drive, Suite 607			5. OWNERSHIP	
2c. CITY Bedford	2d. STATE NH	2e. ZIP CODE 03110-6532	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Martin F. Kennedy, PE, Senior Principal, Regional Manager- Northern New England			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER (603) 391-3902		6c. E-MAIL ADDRESS mkennedy@vhb.com		
8a. FORMER FIRM NAME(S) (If any) Vanasse/Hangen Design, Inc., 1978 Vanasse/Hangen Associates, Inc. 1979 Vanasse/Hangen Engineering, Inc. 1986			8b. YR. ESTABLISHED 1979	8c. DUNS NUMBER 09-587-4384
			7. NAME OF FIRM (If block 2a is a branch office) Vanasse Hangen Brustlin, Inc. (VHB)	

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	129	4	B02	Bridges	6
08	CADD Technician	42	4	C15	Construction Management	5
12	Civil Engineer	155	10	E01	Ecol. & Archeological Investigations	5
13	Communications Engineer	3	1	E09	EIS, EIA, Env. Impact Statements	7
15	Construction Inspector	4	1	G01	Garages; Veh. Maint. Facil.; Parking	6
9	Ecologist	4	1	G04	GIS: Develop., Analysis, Data Collect.	5
4	Environmental Scientist	58	4	H07	Highways; Streets; Airfield; Parking	8
29	GIS Specialist	9	1	I04	Intelligent Transportation Systems	5
38	Land Surveyor	43	-	L02	Land Surveying	6
39	Landscape Architect	10	1	L03	Landscape Architecture	6
48	Project Manager	82	7	R03	Railroad; Rapid Transit	8
57	Structural Engineer	42	9	R06	Rehab. (Buildings; Structures, etc.)	5
60	Transportation Engineer	141	13	S09	Structural Design; Spec. Structures	5
				S10	Survey; Mapping; Flood Pl. Studies	5
	Other	143	0	S11	Sustainable Design	6
	Total	865	58	T03	Traffic & Transportation Engineering	7
				W02	Water Res.; Hydrology; Ground Water	4
				P06	Planning (Site, Install., Project)	6
					Other	10

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

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE December 11, 2012
---	------------------------------

Martin F. Kennedy, PE, Senior Principal, Regional Manager- Northern New England

Martin F. Kennedy, PE, NCICP

Project Manager/Public Involvement Group Leader



Marty is a Senior Principal and Managing Director of the Bedford, NH, office. He has been involved with many facets of traffic engineering and transportation planning. He specializes in the analyses of transportation impacts and the identification and evaluation of transportation improvement plans.

32 years of professional experience

Education

B.S. Civil Engineering,
Northwestern University, 1983

Registrations

Professional Engineer (PE), 1989

Professional Engineer (PE), 2010

Certified Traffic Control Plan
Agency (LPA) Training - Federal
AASHTO

National In-charge of the
Charlotte Section of the
ASCE

Education Specialist
Professional, 2013

Affiliations/ Memberships

American Society of
Professional Engineers

Institute of Transportation
Engineers

Main/Peterborough Streets Intersection Improvements, Jaffrey, NH

Marty was Project Manager for a transportation feasibility study addressing traffic flow and pedestrian safety issues in downtown Jaffrey. In an effort to eliminate the existing US 202 "dog-leg" configuration, a range of alternatives were evaluated including the construction of a roundabout at the Main Street/Peterborough Street intersection and the construction of a bridge crossing of the Contoocook River. An innovative public outreach approach included the development of a traffic simulation video that was placed on the Town's website.

NHDOT, I-293 Exits 6 and 7 Feasibility Study, Manchester, NH

For the New Hampshire Department of Transportation (NHDOT), Marty managed a major feasibility study of I-293 as it passes through Manchester, New Hampshire. The study involves consideration of the widening and realignment of the mainline, the reconfiguration of Exit 6, and the relocation of Exit 7, as well as Transportation Demand Management (TDM) and Transportation System Management (TSM) measures including the assessment of alternative modes of travel. A key element in the development and evaluation of alternatives is maintaining an open and consensus-driven public outreach process. In addition to managing the study, Marty led the public outreach process.

NHDOT, NH 125 Corridor Feasibility Study and EA, Plaistow and Kingston, NH

Marty managed a transportation planning feasibility study and Environmental Assessment (EA) of the NH 125 corridor in Plaistow and Kingston for the New Hampshire Department of Transportation (NHDOT). The study was to determine the existing and future transportation needs of the ten-mile study corridor and to develop a comprehensive plan and program of improvements and strategies to meet those needs. The study provided a basic "blueprint" for future improvements to the corridor, and provided recommendations to the communities and the NHDOT on ways to manage future growth and development along the corridor through improved access management, zoning controls, and site planning

Loudon Road Corridor Study, Concord, NH

Marty managed the Loudon Road Corridor Study, which had as its goal the development of a unique and cutting-edge plan to provide safe and efficient vehicular and pedestrian travel that was responsive to the needs of both the business and residential communities. Working closely with community stakeholders including residents, business leaders, abutters, and city officials, Marty developed a bold and innovative plan to transform the inefficient four-lane roadway with numerous uncontrolled curb cuts to an efficient and safer three-lane cross-section. In addition to the physical roadway modifications, the improvement plan provides a series of aesthetic enhancements and traffic calming actions.

Cheshire Medical Center, Keene, NH

Marty evaluated the traffic related impacts associated with the master planning and planned expansion of the Cheshire Medical Center Campus located on Court Street in Keene, New Hampshire. In an effort to enhance the safe and efficient movement of pedestrians and vehicles, he worked closely with City staff in evaluating a number of improvement alternatives. Following a series of public meetings, which included input from area residents, VHB recommended the construction of a modern roundabout on Court Street at the main driveway to the Medical Center. The roundabout, as a traffic calming device, reduced travel speeds and decreased the dominance of vehicular traffic.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)

12/15/2016

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: VANAS-1			
INSURED Vanasse Hangen Brustlin, Inc.; VH Engineering, Surveying & Landscape Arch. P.C.; Vanasse Hangen Brustlin, LLC, VHB Eng., NC, PC P. O. Box 9151 Watertown, MA 02471	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Company		20443
	INSURER B: Safety Insurance Company		39454
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		6018141932	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contract. Liab.			NO DEDUCTIBLE			PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blanket Waiver			XCU COVERAGE INCL.			GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY	X		6018203376 - NO DED.	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> ALL OWNED AUTOS			1501873 - MASS AUTO NO DE	06/13/2016	06/13/2017	BODILY INJURY (Per accident) \$
B	<input checked="" type="checkbox"/> SCHEDULED AUTOS			MA AUTO INCLDS. NO&H			PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> HIRED AUTOS						Medical Exp. \$ 5,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		6018203362 FOLLOW FORM	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	6017185236	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			ALL STATES LONGSHOREHARB			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Office Package			6018141932	05/01/2016	05/01/2017	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	\$1,000 Deductible						Valuable Papers 2,250,000

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

Re: Jaffrey X-A001(234) 16307 (Part A). Interest of the NHDOT is included as additional insured under the above indicated policies only subject to all policy terms and conditions. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

NHDOT-1 New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)
12/15/2016

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).

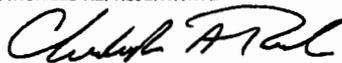
PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: VANAS-1	
	INSURER(S) AFFORDING COVERAGE	
INSURED Vanasse Hangen Brustlin, Inc. P. O. Box 9151 Watertown, MA 02471	INSURER A: XL Speciality Insurance Co.	NAIC # 37885
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ _____ GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ \$
	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) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A					WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Arch/Engr. E&O			DPR99-8184	07/19/2016	07/19/2017	Aggregate 5,000,000 Deductibl 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER NHDOT-1 New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	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 
--	--

© 1988-2009 ACORD CORPORATION. All rights reserved.

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).....	3
C. SCOPE OF WORK (SPECIFIC)	3
D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION	12
E. WORK SCHEDULE AND PROGRESS REPORTS	13
F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS	13
G. DATE OF COMPLETION	14
ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT	15
A. GENERAL FEE	15
B. SUMMARY OF FEES.....	17
C. LIMITATION OF COSTS.....	17
D. PAYMENTS	18
ARTICLE III - GENERAL PROVISIONS.....	19
A. HEARINGS, ETC.	19
B. CONTRACT PROPOSALS.....	19
ARTICLE IV - STANDARD PROVISIONS	20
A. STANDARD SPECIFICATIONS	20
B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS	20
C. EXTENT OF CONTRACT.....	20
1. Contingent Nature of Agreement	20
2. Termination	20
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS	21
E. ADDITIONAL SERVICES	22
F. OWNERSHIP OF PLANS.....	22
G. SUBLETTING	23
H. GENERAL COMPLIANCE WITH LAWS, ETC.	23
I. BROKERAGE	23
J. CONTRACTUAL RELATIONS	25
1. Independent Contractor	24
2. Claims and Indemnification	24
3. Insurance	25
4. No Third-Party Rights	25
5. Construction of Agreement	25
K. AGREEMENT MODIFICATION	25
L. EXTENSION OF COMPLETION DATE(S).....	26
M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE	26
N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS	28

1.	Policy.....	28
2.	Disadvantaged Business Enterprise (DBE) Obligation.....	28
3.	Sanctions for Non-Compliance.....	28
O.	DOCUMENTATION.....	28
P.	CLEAN AIR AND WATER ACTS.....	28

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

**JAFFREY
X-A001(234)
16307
(PART A)**

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 15 day of Dec in the year 2016 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 Vanasse Hangen Brustlin, Inc., with principal place of business at 101 Walnut Street, in the City of Watertown, Commonwealth of Massachusetts, and New Hampshire local office at 2 Bedford Farms Drive, Suite 200 in the Town of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to improve US 202 and its intersections with NH 124 and NH 137 in the Town of Jaffrey.

The DEPARTMENT requires professional engineering and environmental consulting services to develop and evaluate alternatives to improve the flow of traffic within and through the historic town center of Jaffrey; prepare and complete all appropriate environmental documentation; and assist the DEPARTMENT in the public involvement process, culminating in a formal Public Hearing for the preferred alternative. These services are outlined in the CONSULTANT'S Scope of Services dated January 12, 2016 and Revised Cost Proposal dated July 25, 2016, 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 the study of improvements to US 202 at its intersections with NH 124 and NH 137 within the central business district of Jaffrey. The two subject intersections are signalized and closely spaced, separated by 300 feet and an intervening bridge over the Contoocook River. US 202 enters the central business district from the north on Peterborough Street and turns right onto NH 124 / Main Street followed by an immediate left turn onto River Street to proceed south. Traffic operations are hindered by several factors:

- The road configuration requires the predominant US 202 traffic flow to turn at both signalized intersections.
- The sharp corners and tight confines at the intersections make truck turns difficult. Large trucks frequently intrude into the opposing lane to complete their turns.
- The proximity of the intersections limits the queue storage available for the US 202 left turns.
- Activations of the pedestrian signals add delay to vehicular traffic.
- The easterly intersection of US 202 and NH 124 has five intersecting roads leading to inefficient signal timing.
- The dissimilar configurations of the two signalized intersections and the frequent pedestrian signal activations make effective signal coordination difficult.

The objectives of the project are to develop an alternative that will improve traffic operations and safety, particularly with regard to the US 202 through traffic, and reduce the impact of highway traffic on the livability of the central business district. The Town has undertaken studies to determine possible improvement alternatives. As the development of improvement alternatives proceeds, these studies should be consulted to understand the various alternatives that have been considered, and to gain insight into their feasibility and desirability.

The development of the preliminary engineering for this project is expected to be performed in two phases (Parts A and B). This scope of services is for the first phase (Part A) only. The purpose of this first phase of the project is to develop and evaluate design alternatives for improving US 202. The alternative development process will: 1.) use a context-sensitive solution approach to develop and evaluate improvement alternatives; 2.) identify all impacted natural and cultural resources potentially affected by the alternatives, and investigate means of minimizing or mitigating the

ARTICLE I

impacts; 3.) prepare an Environmental Document for the proposed alternative; and 4.) prepare a hearing plan for the proposed alternative.

B. SCOPE OF WORK (GENERAL)

The goals of Part A of this project are to select a proposed alternative that is supported by the community, technically feasible, environmentally permissible, and economical; develop an approved Environmental Study/Section 4(f) Evaluation; and bring the proposed alternative to a public hearing for layout approval.

Upon completion of Part A, the DEPARTMENT reserves the right to either negotiate a scope and fee for Part B, to prepare final design plans, specifications and estimates for the project limits, or terminate the contract.

The study will use the Context Sensitive Solutions approach for the Part A phase of the project. This will include a dynamic public participation program involving public and private stakeholders and the general public in the decision-making process.

C. SCOPE OF WORK (SPECIFIC)

The tasks for Part A have been divided into three categories: Preliminary Engineering, Public Participation, and NEPA Documentation. The Preliminary Engineering tasks cover the work required to develop and evaluate improvement alternatives and develop a proposed 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 relevant natural and cultural resources. The tasks shown below are further described in the CONSULTANT'S Part A Scope of Work and Task Description dated January 12, 2016.

1. Preliminary Engineering

a. Data Collection

The CONSULTANT shall collect any pertinent information available within the Project Limits including traffic volumes, utility locations, or other available materials. The CONSULTANT shall conduct a field review of the project area to identify key engineering controls, topographic features, natural and cultural resource constraints, and land uses that could have a bearing on the design.

b. Topographic Survey and Base Plan Preparation

The DEPARTMENT will conduct topographic surveys by appropriate means (ground survey and/or aerial photogrammetry) and from these develop a digital surface model and topographic base plan.. The most recent ortho-rectified digital aerial photographs will be provided by the DEPARTMENT if needed.

ARTICLE I

c. Right-of-Way Boundary Preparation

The CONSULTANT shall complete a boundary survey of US 202, NH 124, NH 137, and intersecting Town roads within the limits of the proposed alternative in accordance with the minimum standards for an Urban Boundary Survey as detailed in the New Hampshire Code of Administrative Rules (Part Lan 503, Technical Standards), including but not limited to complete field survey locating all appropriate monumentation and development of legacy alignments. The CONSULTANT, in conjunction with a certified NH Licensed Land Surveyor, shall prepare a right of way plan showing legacy alignments where existent, and metes and bounds with station and offset information for the existing roadway corridors.

d. Traffic Data Collection & Analysis

The CONSULTANT shall gather traffic volume data as needed to analyze existing and future traffic operations under both no-build and build conditions within the project area. Macroscopic and microscopic evaluations will be undertaken for the various alternatives as needed.

e. Crash Data Collection & Analysis

The CONSULTANT shall evaluate crash data provided by the Department to understand the safety performance within the project area and to consider how the alternatives would impact safety.

f. Alternative Development & Evaluation

The CONSULTANT will develop and evaluate alternatives and investigate their consequences to allow the Department to select a proposed alternative.

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

ii. Cost Estimates: Conceptual cost estimates will be developed for the alternatives. The cost estimates will quantify items such as pavement, roadway select materials, earthwork, bridges, structures, and significant drainage facilities, and apply the Department's current weighted average unit prices. Other items will be estimated on a percentage basis. Right of way acquisition costs will be determined from the assessed value of impacted property. Engineering and environmental mitigation costs will be estimated on a percentage basis.

g. Engineering Report

The CONSULTANT shall prepare an Engineering Report to document the existing conditions within the corridor, and to summarize the design decisions and engineering details

ARTICLE I

of the proposed alternative. Any rejected alternatives should also be documented to explain the justification for their rejection.

h. Project Team Meetings

Project team meetings will be held periodically over the course of Part A. These informal meetings will take place when needed to discuss project issues that may include resource constraints, impacts of alternatives, and cost issues. These meetings will involve CONSULTANT and DEPARTMENT staff, but may also include representatives of the Town, Southwest Regional Planning Commission, state or federal agencies, or others as appropriate.

2. Environmental Documentation

a. Data Collection

The CONSULTANT shall review relevant data sources to identify all resources present within the Project Area. Resources to be identified include:

i. Water-Based Resources

- a) Groundwater: Data regarding aquifers and public water supplies within the study area will be gathered from appropriate sources such as the GRANIT GIS database, NHDES mapping, or municipal mapping. The CONSULTANT will describe these resources and display them on project mapping.
- b) Surface Waters: Data regarding existing surface waters and water quality will be gathered and documented. The CONSULTANT will investigate appropriate water quality treatment measures necessary to minimize nutrient impacts on surface waters. This shall include a pavement runoff analysis for Total Nitrogen, Total Phosphate and Total Suspended Solids and volume for the existing condition and the proposed alternative to determine appropriate size and placement of structural Best Management Practices to be shown at the Public Hearing. Assessments of chloride (salt) loadings based on the number of travel lanes for the pre and anticipated proposed alternative shall be conducted and include an analysis of the effects to receiving waters.
- c) Floodplains: FEMA floodplain and floodway information will be gathered from appropriate sources and displayed on project mapping.
- d) 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. If access to private property is required, landowners will be notified by the DEPARTMENT. The

ARTICLE I

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. If required, the CONSULTANT will identify potential wetland mitigation opportunities either within the project corridor or the surrounding area.

- e) Stream Crossings: The CONSULTANT will identify all perennial stream crossings within the project study limits. The CONSULTANT will determine the watershed size for each crossing using the USGS Stream Stats tool. The CONSULTANT will also determine the corresponding Tier classification in accordance with the NHDES Stream Crossing Rules Env-Wt 900 series to aid in determination of a design that meets the NHDES Stream Crossing Guidelines and/or alternative design.

ii. Land-Based Resources

- a) Soils: Soil series within the study area will be mapped, including the distribution of prime, statewide, local, or unique farmland soils.
- b) Active Farmlands: Active farmlands will be identified and described.
- c) Public and Conserved Lands: Publicly owned lands, bicycle and pedestrian trails, and privately conserved lands will be identified.
- d) Section 4(f) Resources: Parks, historic sites, or other areas subject to Section 4(f) will be identified.
- e) 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.

iii. Wildlife

- a) Wildlife and Habitat: Wildlife resources will be identified with information from the NH Wildlife Action Plan and supplemented as needed by field reconnaissance.
- b) Fisheries: The fisheries resource information will be updated based on coordination with NH Fish and Game and the US National Marine Fisheries Service.
- c) Threatened and Endangered Species: Threatened and endangered species information will be gathered through coordination with the NH Department of Resources and Economic Development, NH Fish and Game Department, and the US Fish and Wildlife Service.

ARTICLE I

iv. Cultural Resources (Historic)

The CONSULTANT will prepare and submit, through the DEPARTMENT, a NH Division of Historical Resources (NHDHR) Request for Project Review (RPR) that identifies cultural resources in accordance with NHDHR Survey Manuals. Further assessment of the determination of eligibility for the National Register of historic resources will be undertaken in consultation with the NH State Historic Preservation Officer and the lead Federal agency. The CONSULTANT will conduct all necessary phases of Section 106 public outreach.

v. Cultural Resources (Archaeology)

The CONSULTANT will undertake a Phase 1A investigation to identify 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. If archeological resources are identified, further assessment of the determination of eligibility for the National Register and the need for additional archaeological investigations will be evaluated in consultation with the NH State Historic Preservation Officer and the lead Federal agency.

vi. Social and Economic Resources

The CONSULTANT will conduct a socio-economic analysis of the regional social and economic resources. The CONSULTANT will identify the socio-economic relationship between the study area transportation/circulation pattern, regional and local municipalities' Master Plans, and the businesses and residents within its immediate influence.

vii. Noise

The CONSULTANT shall perform, as necessary, tasks required to assess the potential effects on noise levels at receptors adjacent to the project to determine and/or achieve compliance with the FHWA Procedures for Abatement of Highway Traffic Noise and Construction Noise (23 CFR 772) and the DEPARTMENT'S *Policy and Procedural Guidelines for the Assessment and Abatement of Highway Traffic Noise for Type I Highway Projects* (the Noise Policy).

ARTICLE I

viii. Air Quality

The CONSULTANT shall perform, as necessary, tasks required to assess the potential air quality impacts of the project to determine and/or achieve compliance with the State of New Hampshire Air Quality Implementation Plan, and the provisions set forth in the Clean Air Act Amendments (CAAA) and the National Environmental Policy Act (NEPA).

ix. Invasive Species

The CONSULTANT will determine the presence of invasive species in conjunction with other project field investigations. General locations and types will be identified within the project limits, but no detailed mapping will be provided.

x. Contaminated Properties

A database search will be undertaken to identify areas with records of hazardous materials. The CONSULTANT will populate the DEPARTMENT's RASCAL database, will coordinate with the DEPARTMENT's hazardous materials specialists to confirm findings, and will assess measures required to conduct geotechnical investigations within areas of potential contamination. The CONSULTANT will coordinate with the DEPARTMENT on evaluating the presence of asbestos or lead paint on existing bridges and in determining future investigation requirements of the project.

xi. Construction Impacts

The CONSULTANT shall perform, as necessary, tasks required to assess the potential construction impacts on the natural, cultural, and socio-economic resources present within the project area.

b. Agency Coordination

The CONSULTANT will attend several of the DEPARTMENT's monthly Natural Resource Agency meetings and coordinate a field meeting, if needed, with the agencies to review resource impacts. The CONSULTANT will also attend several of the DEPARTMENT monthly Cultural Resource meetings with the NH Division of Historical Resources to discuss scope and findings.

c. Project Purpose and Need

The CONSULTANT will develop a formal Purpose and Need Statement for the project consistent with NEPA and other Federal guidelines.

ARTICLE I

d. Alternatives Development and Evaluation

The CONSULTANT will develop a Summary Matrix of the impacts and effects of the reasonable design alternatives for use by the DEPARTMENT and stakeholders to determine the proposed alternative. The alternatives screening and selection process will be summarized in the Environmental Study.

e. 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 estimated costs. Conceptual plan, profile, and cross-section views will be included.

f. Environmental Impacts of Proposed Alternative

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

The CONSULTANT will perform tasks as outlined in the January 12, 2016 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
- Chloride Loading
- Pollutant Loading (TN, TP & TSS)
- Floodplains
- Wetlands
- Wildlife/Vegetation/Fisheries
- Threatened or Endangered Species
- Parks/Recreation/Conservation Lands
- Cultural Resources
- Hazardous Materials
- Visual Resources

ARTICLE I

- Environmental Justice (provided by the DEPARTMENT)
- Construction Impacts
- Summary of Impacts
- Environmental Commitments

g. Section 4(f)

If necessary, the CONSULTANT will prepare a Section 4(f) evaluation that complies with applicable federal laws and regulations, including Section 4(f) of the Department of Transportation Act, 23 CFR 774, FHWA's *Section 4(f) Policy Paper*, and other resources as appropriate. The evaluation will include: a description of Section 4(f) resources; a description of any project "use" of the resources; an alternatives analysis, including a least overall harm analysis; measures to minimize harm; coordination activities with lead Federal agency; and conclusions.

h. Section 6 (f)

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.

i. Draft Environmental Study/Section 4(f) Evaluation

The Draft Environmental Study (ES) will document the resource impacts outlined in Section C.2.f above. The ES will incorporate, either directly or by reference, the alternatives analysis and conclusions reached in Part A and in the subsequent selection of the proposed alternative. The document will also identify which environmental permits are required, but the actual permit applications will not be undertaken until final design. 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 the lead Federal agency. After comments are addressed by the CONSULTANT, the Draft ES will be submitted to the DEPARTMENT, the lead Federal agency, and all other parties as directed, for review. Ten printed copies and 5 CDs of the Draft EA/4(f) Evaluation will be provided by the CONSULTANT.

j. Final Environmental Study/Section 4(f) Evaluation

Following review of the Draft ES and comments received at the Public Hearing, the CONSULTANT will meet with the DEPARTMENT and the lead Federal agency to review and address comments as needed. The CONSULTANT will then revise and resubmit the document. It is anticipated one review will be necessary. Six printed copies of the Final

ARTICLE I

ES/4(f) Evaluation will be provided to the DEPARTMENT as well as 3 CDs of the document.

3. **Public Participation**

The CONSULTANT shall 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 include:

a. **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.

b. **Working Group Meetings**

Four working group meetings will be held with project stakeholders to review and discuss alternatives and to facilitate local input into important design decisions. The CONSULTANT will prepare any needed informational handouts and presentation materials, will assist with presentations as needed, and will document the proceedings.

c. **Public Informational Meetings**

Two Public Informational Meetings will be held to involve the public and other interested parties (including any Section 106 Consulting Parties) in the project development process. The first Public Informational Meeting will take place early in Part A to discuss the reasonable range of design alternatives, while the second Public Informational Meeting will focus on the proposed alternative and will occur during the NEPA process prior to finalizing the Draft Environmental Study/Section 4(f) Evaluation. The CONSULTANT will prepare any needed informational handouts and presentation materials, will assist with presentations as needed, and will document the proceedings.

d. **Project Newsletter**

The Consultant will prepare up to three project newsletters that will be posted on the Department's project webpage and will also be mailed to key stakeholders, project abutters, resource agencies, Consulting parties, special interest groups, and others as determined by the DEPARTMENT.

e. **Public Hearing**

A formal Public Hearing will be held at the end of Part A for layout approval of the proposed alternative and environmental document to include the existing metes and bounds property boundary information. The CONSULTANT will prepare any needed informational handouts

ARTICLE I

and presentation materials, and will assist with presentations as needed. The CONSULTANT will also assist the DEPARTMENT in formally addressing comments received through the public hearing process.

D. Material Furnished by the Department of Transportation

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in US Customary 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. Any available electronic topographical mapping within the project area shall be provided along with any pertinent electronic supporting information (survey field notes, ASCII point file, SDR data files, etc.).
 - b. Any additional topographic 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 topographical mapping shall be the responsibility of the CONSULTANT.
 - c. 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.
 - d. 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 submission to and use by the utilities. The CONSULTANT shall be responsible for the incorporation of this utility 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 d. above (electronic information) both existing and proposed, when available, for verification by the CONSULTANT.
 - b. Any additional information not available electronically (e.g., utilities) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
3. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the CONSULTANT's Right-of-Way Boundary (Section C.1.c.) (e.g.,

ARTICLE I

existing right-of-way layout per record plans, property lines to a tax map level, parcel owners, title abstracting, etc.) will be provided by the DEPARTMENT in MicroStation format for incorporation into the plans by the CONSULTANT.

4. Plans of prior highway and bridge construction projects within the project limits, as available.
5. The location of all existing and proposed utilities through direct contact with the various utility companies.
6. Geotechnical investigations and recommendations, if available: Electronic files of the Environmental resource data collected in previous studies.
7. Crash data within the study area, as needed.
8. Ground survey, as needed, within the study area to supplement the digital surface model. The CONSULTANT will process the raw survey data and incorporate into the digital surface model.
9. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).

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 US Customary 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 electronic copies of

ARTICLE I

MicroStation drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts.

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 electronic 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 A professional services rendered under this AGREEMENT is January 31, 2019.

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 \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

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

ARTICLE II

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 \$950,877.12, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of July 25, 2016), except by agreement of all parties made after supplemental negotiations. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion 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) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

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.

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

ARTICLE II

all reasonable times during the contract period and for three (3) years from the date of final voucher payment for examination by the STATE and copies thereof shall be furnished if requested.

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 \$762,443.19. For billing purposes, salary burden and overhead costs are currently estimated at 157.84% of actual salaries.
- b. A fixed fee to cover profit and non-reimbursed costs at \$76,244.32.
- c. Reimbursement for direct, out-of-pocket expenses estimated at \$34,270.00.
- d. Reimbursement for actual cost* of subconsultants estimated as follows:
 - Independent Archaeological Consulting, LLC \$45,137.08.
 - MTJ Roundabout Engineering \$15,296.00.
 - RKG Associates, Inc. \$17,486.53

NOTE: See Article IV.G – SUBLETTING for subconsultant Professional Liability Insurance information.

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.

*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

C. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed \$950,877.12 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 his best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.

ARTICLE II

4. Change orders issued under this contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

D. PAYMENTS

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

1. Monthly payments on account may be made upon written request of the CONSULTANT. Detailed vouchers shall include certification of manhours 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.

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT.)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 6 Bedford Farms Drive, Suite 200, Bedford, 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

ARTICLE IV

performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,

ARTICLE IV

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

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

ARTICLE IV

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 working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. 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. 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

ARTICLE IV

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

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,

ARTICLE IV

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.

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

ARTICLE IV

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that one or more of the completion dates specified in this AGREEMENT cannot be met, 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 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

ARTICLE IV

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 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.

ARTICLE IV

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY 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.

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

ARTICLE IV

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 X, proposed subconsultant _____, hereby certifies that it has X, 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 X, 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.

Vanasse Hangen Brustlin, Inc.
(Company)

By: [Signature]

Sr. V.P.
(Title)

Date: 12/15/16

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

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

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

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

Attachment 2

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

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

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

12/15/16

(Date)

A handwritten signature in black ink, appearing to be 'M. M. II', written over a horizontal line.

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Senior Vice President and duly-authorized representative of the firm of Vanasse Hangen Brustlin, Inc., and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

12/15/16

(Date)

[Handwritten Signature]

(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of Project Development 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):

12/21/16
(Date)


(Signature)

Attachment 5

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

By: *Lois Bunker*

Dated: 12/15/16

CONSULTANT

By: *[Signature]*
SPR. V.P.
(TITLE)

Dated: 12/15/16

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *Michelle Brown*

Dated: 12/21/16

THE STATE OF NEW HAMPSHIRE

By: *[Signature]*
Director of Project Development

for DOT COMMISSIONER
Dated: 12/21/16

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: 1/10/17

By: *Deanne Mast*
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 VANASSE HANGEN BRUSTLIN, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 11, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 104275



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of November A.D. 2016.

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

William M. Gardner
Secretary of State

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

**JAFFREY
X-A001(234)
16037 (PART A)**

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 27, 2016, at which a quorum of the Board was present and voting.

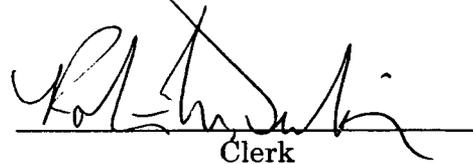
VOTED:

That William Ashworth is Regional Manager for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that William Ashworth is Regional Manager for this Corporation.

Date: December 15, 2016

ATTEST:


Clerk

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2016

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: VANAS-1			
INSURED Vanasse Hangen Brustlin, Inc.; VH Engineering, Surveying & Landscape Arch. P.C.; Vanasse Hangen Brustlin, LLC, VHB Eng., NC, PC P. O. Box 9151 Watertown, MA 02471	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Company		20443
	INSURER B: Safety Insurance Company		39454
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **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 <input checked="" type="checkbox"/> Contract. Liab. <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	6018141932	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	NO DEDUCTIBLE XCU COVERAGE INCL.					
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	6018203376 - NO DED. 1501873 - MASS AUTO NO DE MA AUTO INCLDS. NO&H	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ Medical Exp. \$ 5,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	6018203362 FOLLOW FORM	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<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	6017185236 ALL STATES LONGSHORE/HARB	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> Office Package \$1,000 Deductible		6018141932	05/01/2016	05/01/2017	Valuable Papers \$ 2,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Jaffrey X-A001(234) 16307 (Part A). Interest of the NHDOT is included as additional insured under the above indicated policies only subject to all policy terms and conditions. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER NHDOT-1 New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	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 
--	--



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)
12/15/2016

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: VANAS-1			
INSURED Vanasse Hangen Brustlin, Inc. P. O. Box 9151 Watertown, MA 02471	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : XL Speciality Insurance Co.		37885
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **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	ADDITIONAL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Arch./Engr. E&O			DPR99-8184	07/19/2016	07/19/2017	Aggregate 5,000,000 Deductibl 75,000

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

For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER **CANCELLATION**

NHDOT-1 New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2009 ACORD CORPORATION. All rights reserved.