



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Planning & Community Assistance
September 22, 2014

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with AMEC Environment & Infrastructure, Inc., Beltsville, MD and Alpharetta, GA, Vendor #173400, for a total fee not to exceed \$389,634.00, to develop a Statewide Transportation Asset Management Plan (TAMP) and related training, effective upon Governor and Council approval through March 30, 2016. 100% Federal Funds.

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

Table with 3 columns: Fund ID, FY 2015, FY 2016. Row 1: 04-96-96-962515-2944 SPR Planning Funds. Row 2: 046-500463 Eng Consultants Non-Benefit \$220,000.00 \$169,634.00

EXPLANATION

The Department requires engineering consulting services to develop a risk-based Transportation Asset Management Plan (TAMP) as mandated as part of the federal Moving Ahead for Progress in the 21st Century (MAP-21) Act signed into law on July 6, 2012. The TAMP will provide recommendations for strategic and systematic decision making for the operation, maintenance, preservation, and expansion of the State's highways and bridges throughout their lifecycle. The TAMP will include performance metrics, risk analyses, tradeoff analyses, and asset condition information for highways and bridges along with more general information for roadside and intermodal assets. The consultant will also develop a TAM Training Plan which will include an analysis of who requires TAM training, the type of training each stakeholder requires, the frequency, training channels, and the message. In preparation for the TAMP the Department recently completed a strategic self-assessment and performed an internal Gap Analysis which has culminated into a Transportation Asset Management Implementation Plan (TAM Implementation Plan).

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 the development of a Transportation Asset Management Plan (TAMP). The assignment was listed as a "Project Soliciting for Interest" on the Department's website on January 24, 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 March 13, 2014 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, four shortlisted firms were notified on March 19, 2014 through a technical "Request For

Proposal" (RFP). Committee members individually rated the firms on April 29, 2014 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 four 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 nine consultant firms that were considered for this assignment, with the four short-listed firms shown in bold, is as follows:

Consultant Firm

AMEC Environmental & Infrastructure, Inc.
Applied Pavement Technology, Inc.
 Atkins North America, Inc.
Gordon Proctor & Associates
 Delcan Corporation
 GHD Consulting, Inc.
 Jorgensen, Roy Associates, Inc.
STV Incorporated
 Tetra Tech Engineering and Consulting Services

Office Location

Beltsville, MD
Urbana, IL
 Orlando, FLA
Dublin, Ohio
 Vienna, VA
 Charlotte, NC
 Buckeystown, MD
Boston, MA
 Manchester, NH

The firm of AMEC Environment & Infrastructure, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

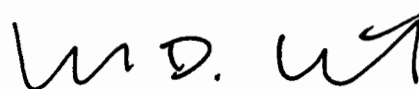
AMEC Environment & Infrastructure, Inc. has agreed to furnish the required services for a total fee not to exceed \$389,634.00. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

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

This project funding is 80% federal funds with 20% state match. Turnpike toll credit is being utilized for match requirements, effectively using 100% federal funds. The use of Toll Credits for this project was approved by the Capital Budget Overview Committee on September 16, 2014 (approval letter attached).

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

Sincerely,



Christopher D. Clement, Sr.
 Commissioner

PROJECT: Transportation Asset Management Plan

DESCRIPTION: The New Hampshire Department of Transportation (NHDOT) is advancing the Department’s capabilities in asset management, which includes meeting MAP21 requirements pertaining to the development of a risk based Transportation Asset Management Plans (TAMP). The plan envisioned by the Department will include strategies for the State’s transportation system. Implementation of the TAMP will be phased in, based on MAP-21 requirements and NHDOT priorities and resources.

Scope of Work: Assist and facilitate NHDOT staff and stakeholders in the development of a TAMP that address the following information, needs, and goals: MAP21 requirements, Asset inventory and condition, Asset management and objectives and measures, Performance Gap Analysis, Lifecycle cost considerations, Risk Management analysis, Financial plan, Investment strategies, Asset management process enhancements, Performance measures initiatives, such as the balanced scorecard. Provide training in key information areas, including risk-based asset management development and analysis. Transportation engineering knowledge and services are required. The completion deadline for the TAMP is September 30, 2015.

Services Required: PLAN, RDWY, STRC

SUMMARY

AMEC Env. & Infrastructure, Inc.	2	1	1	1	2	1	1	9
Applied Pavement Technology, Inc.	3	3	3	3	3	3	3	21
Gordon Proctor & Associates	1	2	2	2	1	2	2	12
STV Incorporated	4	4	4	4	4	4	4	28

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	WEIGHT	Scoring of Firms			
		AMEC Env. & Infrastructure, Inc.	Applied Pavement Technology, Inc.	Gordon Proctor & Associates	STV Incorporated
Comprehension of the Assignment	20%	19	17	19	16
Clarity of the Proposal	20%	18	17	19	16
Capacity to Perform in a Timely Manner	20%	17	16	17	16
Quality & Experience of Project Manager/Team	20%	19	17	18	16
Previous Performance	10%	8	7	7	6
Overall Suitability for the Assignment*	10%	7	7	9	6
Total	100%	88	81	89	76

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

- Ranking of Firms:
1. Gordon Proctor
 2. AMEC
 3. Applied Pavement Tech
 4. STV, Inc.

Rating Considerations	WEIGHT	Scoring of Firms			
		AMEC Env. & Infrastructure, Inc.	Applied Pavement Technology, Inc.	Gordon Proctor & Associates	STV Incorporated
Comprehension of the Assignment	20%	19	16	20	14
Clarity of the Proposal	20%	20	17	20	17
Capacity to Perform in a Timely Manner	20%	19	18	17	18
Quality & Experience of Project Manager/Team	20%	19	15	19	14
Previous Performance	10%	10	7	8	7
Overall Suitability for the Assignment*	10%	9	7	9	6
Total	100%	96	80	93	76

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

- Ranking of Firms:
1. AMEC
 2. GP+A
 3. APT
 4. STV

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	WEIGHT	Scoring of Firms			
		AMEC Env. & Infrastructure, Inc.	Applied Pavement Technology, Inc.	Gordon Proctor & Associates	STV Incorporated
Comprehension of the Assignment	20%	19	16	12	16
Clarity of the Proposal	20%	20	18	15	16
Capacity to Perform in a Timely Manner	20%	18	16	12	16
Quality & Experience of Project Manager/Team	20%	18	18	12	18
Previous Performance	10%	10	8	9	8
Overall Suitability for the Assignment*	100%	10	8	9	8
Total	100%	74	84	50	82

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

- Ranking of Firms:
1. AMEC
 2. Gordon Proctor & Associates
 3. APTECH
 4. STV

Rating Considerations	WEIGHT	Scoring of Firms			
		AMEC Env. & Infrastructure, Inc.	Applied Pavement Technology, Inc.	Gordon Proctor & Associates	STV Incorporated
Comprehension of the Assignment	20%	20	17	20	16
Clarity of the Proposal	20%	20	17	19	15
Capacity to Perform in a Timely Manner	20%	17	17	19	16
Quality & Experience of Project Manager/Team	20%	19	17	18	15
Previous Performance	10%	10	8	7	6
Overall Suitability for the Assignment*	100%	10	8	9	7
Total	100%	96	84	92	75

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

- Ranking of Firms:
1. AMEC
 2. Gordon Proctor
 3. Applied Pav't
 4. STV

Rating Considerations	WEIGHT	Scoring of Firms			
		AMEC Env. & Infrastructure, Inc.	Applied Pavement Technology, Inc.	Gordon Proctor & Associates	STV Incorporated
Comprehension of the Assignment	20%	19	18	19	14
Clarity of the Proposal	20%	19	18	19	15
Capacity to Perform in a Timely Manner	20%	19	17	19	16
Quality & Experience of Project Manager/Team	20%	19	18	19	16
Previous Performance	10%	9	8	9	6
Overall Suitability for the Assignment*	100%	8	8	9	6
Total	100%	93	87	94	76

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

- Ranking of Firms:
1. Gordon Proctor Associates
 2. AMEC Env. & Infrastructure, Inc.
 3. Applied Pavement Technology, Inc.
 4. STV Incorporated

Rating Considerations	WEIGHT	Scoring of Firms			
		AMEC Env. & Infrastructure, Inc.	Applied Pavement Technology, Inc.	Gordon Proctor & Associates	STV Incorporated
Comprehension of the Assignment	20%	19	17	19	15
Clarity of the Proposal	20%	17	17	19	17
Capacity to Perform in a Timely Manner	20%	18	17	17	16
Quality & Experience of Project Manager/Team	20%	18	19	19	17
Previous Performance	10%	7	7	9	7
Overall Suitability for the Assignment*	100%	7	7	9	7
Total	100%	92	84	91	77

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

- Ranking of Firms:
1. AMEC
 2. GORDON PROCTOR
 3. APPLIED PAVEMENT
 4. STV

Rating Considerations	WEIGHT	Scoring of Firms			
		AMEC Env. & Infrastructure, Inc.	Applied Pavement Technology, Inc.	Gordon Proctor & Associates	STV Incorporated
Comprehension of the Assignment	20%	20	18	19	17
Clarity of the Proposal	20%	19	18	19	16
Capacity to Perform in a Timely Manner	20%	19	19	19	18
Quality & Experience of Project Manager/Team	20%	20	19	20	17
Previous Performance	10%	10	9	9	7
Overall Suitability for the Assignment*	100%	10	10	10	8
Total	100%	93	93	96	84

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

- Ranking of Firms:
1. AMEC
 2. Gordon Proctor
 3. Applied Pavement Tech
 4. STV

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

Part II - General Qualifications

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

a. FIRM (OR BRANCH OFFICE) NAME AMEC Environment & Infrastructure, Inc.			3. YEAR ESTABLISHED 1994	4. DUNS NUMBER 24481215
2b. STREET 2 Robbins Road			5. OWNERSHIP	
2c. CITY Westford	2d. STATE MA	2e. ZIP CODE 01866	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Allen Ikalainen			b. SMALL BUSINESS STATUS not applicable	
6b. TELEPHONE NUMBER (978) 692-9090			7. NAME OF FIRM (if block 2a is a branch office) AMEC Environment & Infrastructure, Inc.	

11-14-13

8a. FORMER FIRM NAME(S) (if any)		8b. YR. ESTABLISHED	8c. DUNS NUMBER
AMEC Earth & Environmental, Inc. (2000 – 2011)		1994	038086125
AGRA Earth & Environmental, Inc. (1994 – 2000)		1994	803037522

Merger History: AMEC E&I Holdings, Inc. (f/k/a MACTEC, Inc.); AMEC E&I, Inc. (f/k/a MACTEC Engineering and Consulting, Inc.); AMEC Geomatrix, Inc. (f/k/a Geomatrix Consultants, Inc.); AMEC-BCI Engineers & Scientists, Inc. (f/k/a BCI Engineers & Scientists, Inc.; Hydrosphere Resource Consultants, Inc.; AMEC Infrastructure, Inc. (f/k/a AGRA Infrastructure, Inc.)

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees		10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
		(1) FIRM	(2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number (see below)
08	CADD Technicians	171	1	C14	Conservation and Resource Management	(9)
10	Chemical Engineers	55	1	C15	Construction Management	(10)
11	Chemists	38	2	D01/D02	Dams; Dikes; Levees	(9)
12	Civil Engineers	485	5		Design-Build	(10)
14	Computer Programmers	66	2	E01	Ecological & Archeological Investigations	(9)
23	Environmental Engineers	332	6	E07	Energy Conservation; New Energy Sources	(9)
24	Environmental Scientists	686	10	E09	Environmental Impact Studies, Assessments or Statements	5 (10)
29	GIS Specialists	141	2	E11	Environmental Planning	4 (9)
30	Geologists	411	12	E12	Environmental Remediation	8 (10)
34	Hydrologists/Hydrogeologists	200	3	G04	GIS Services: Development, Analysis, and Data Collection	6 (10)
42	Mechanical Engineers	70	2	H03	Hazardous, Toxic, Radioactive Waste	10 (10)
48	Project Managers	117	3	H07	Highways; Streets; Airfield Paving; Parking Lots	(10)
50/59	Risk Assessors/Toxicologists	31	7	P05/P07	Planning (Community, Regional, Areawide and State)	(8)
51	Safety/Occupational Health Engineers	38	4	R03	Railroad, Rapid Transit	(10)
58	Technicians	1348	1	R04	Recreation Facilities (Parks, Marianas, Etc.)	(9)
62	Water Resource Engineers	171	3	R11	Rivers; Canals; Waterways; Flood Control	(10)
	Air Quality Specialists	50	1	S05	Soils & Geologic Studies; Foundations	(10)
	Meteorologists	19	2	S10	Surveying, Platting; Mapping; Flood Plain	(8)
	Project Services	1117	7	T02	Testing & Inspection Services	(10)
	Other Professional Staff	1720	--	U01	Unexploded Ordnance Remediation	7 (10)
Total		7266	74	W02	Water Resources; Hydrology; Ground Water	10 (10)

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

a. Federal Work	10
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
1. LESS THAN \$100,000	6. \$2 million to less than \$5 million
2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

a. SIGNATURE 	b. DATE 10/29/2013
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c. NAME AND TITLE
Allan Ikalainen, Vice President, New England Area Manager

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ATTACHMENTS

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

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AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 25 day of August in the year 2014 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and AMEC Environment & Infrastructure, Inc. with principal place of business at 1105 Lakewood Parkway, Suite 300, in the City of Alpharetta, State of Georgia, and 12000 Indian Creek Court, Suite F, in the City of Beltsville, State of Maryland, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to develop a Transportation Asset Management Plan (TAMP) compliant with requirements of the Moving Ahead for Progress in the 21st Century (MAP-21) Act.

The DEPARTMENT requires professional services for recommendations for strategic and systematic decision making for the operation, maintenance, preservation, and expansion of the State's highways and bridges throughout their lifecycle. The TAMP will include performance metrics, risk analyses, tradeoff analyses, and asset condition information for highways and bridges along with more general information for roadside and intermodal assets. These services are outlined in the CONSULTANT'S Technical Proposal dated April 18, 2014, and Revised Scope of Work and Fee Schedule dated July 30, 2014, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. DESCRIPTION OF PROJECT

The CONSULTANT shall prepare for the DEPARTMENT a Transportation Asset Management Plan compliant with requirements of the Moving Ahead for Progress in the 21st Century (MAP-21) Act.

B. SCOPE OF WORK

The CONSULTANT shall complete the project according to the following scope of work:

1. BACKGROUND

The DEPARTMENT is looking to integrate asset management systems and philosophies in to its current business model. The DEPARTMENT recently completed a strategic self-assessment and performed an internal Gap Analysis which has culminated into a Transportation Asset Management Implementation Plan. The final Transportation Asset Management Implementation Plan was completed in June 2014. The next step will be to utilize the Transportation Asset Management Implementation Plan (TAM Implementation Plan) to develop the Transportation Asset Management Plan (TAMP) that will lead to Transportation Asset Management being integrated into the business model.

2. PROJECT OBJECTIVE

The DEPARTMENT is moving forward with the development of a Transportation Asset Management Plan (TAMP). The DEPARTMENT seeks to continue progressing in both performance and asset management, managing for the whole life including implementation of infrastructure preservation programs, risk management, and longer term financial management, particularly in terms of addressing the long-term sustainability of transportation assets. The DEPARTMENT is formalizing the TAMP to include the MAP-21 requirements pertaining to the development of a risk-based TAMP. Anticipated completion date and submission of the TAMP to FHWA is September 30, 2015. The FHWA Notice of Proposed Rulemaking (NPRM) for MAP-21 requirements of the TAMP is anticipated in the Fall of 2014.

3. SCOPE OF SERVICES

The DEPARTMENT is seeking services in the development of a TAMP based on the DEPARTMENT'S TAM Implementation Plan. It is anticipated the major effort for the services will be for development of initiatives 1, 2, & 3 in the TAM Work Plan (found in Section 5 of the TAM Implementation Plan). The CONSULTANT shall provide services for facilitation, communication, documentation, writing/editing, financial analysis, and data system analysis/development to support the development of the TAM Work Plan Initiatives. The TAM Work Plan Initiatives will consist of the following:

1. Establish TAM Governance Structure

ARTICLE I

2. Develop TAM Strategy
3. Develop the Transportation Asset Management Plan

TAM Work Plan Initiatives

Initiative 1. Establish TAM Governance Structure

The CONSULTANT shall formalize the governance structure, including roles and responsibilities for the DEPARTMENT. The DEPARTMENT has developed a “Governance” structure to provide a clear accountability for asset management efforts. This included establishing a Transportation Asset Management Coordinator to lead the efforts and establishing a 3 tiered governance structure including an Executive Asset Management Committee, TAM Steering Committee, and Working Group Committees, which will be created as needed to support the initiatives.

Deliverables:

- *Final governance structure document (electronic file, 15 printed/bound copies).*
- *Make recommendations for Working Group Committees*

Initiative 2. Develop TAM Strategy

The CONSULTANT shall develop a TAM Strategic Plan for the DEPARTMENT. This plan will provide the DEPARTMENT with a clear set of TAM policy and strategies and will serve as the focal point for implementation across the DEPARTMENT. A companion Communication Plan and Training Plan will also be developed to support the Strategic Plan, and educate the DEPARTMENT on TAM practices.

Initiative 2.1. Develop TAM Strategic Plan

The CONSULTANT shall development a TAM Strategic Plan for the Department. This 10-15 page plan should include, as a minimum, the following: scope of TAM (assets to be managed), goals, objectives, policies, definitions, financial links to the department’s budget structure, direction, and overall time frames.

Deliverables:

- *Final strategic plan document (electronic file, 15 printed/bound copies).*

Initiative 2.2. Develop TAM Communications Plan

The CONSULTANT shall development a TAM Communications Plan and tools for the Department. This 5-10 page plan should include, as a minimum, the following: an analysis of who requires TAM communication (Legislature, within the Department, partners (MPOs, municipal agencies), the type of communication each stakeholder requires, the frequency, communications channels, and the message.

Deliverables:

- *Final Communication Plan document (electronic file, 15 printed/bound copies).*
- *Provide communication materials and resources*

Initiative 2.3. Develop TAM Training Plan

The CONSULTANT shall development a TAM Training Plan for the DEPARTMENT in conjunction with the Communication Plan listed under Initiative 2.2. This 5-10 page plan should include, as a minimum, the

ARTICLE I

following: an analysis of who requires TAM training, the type of training each stakeholder requires, the frequency, training channels, and the message.

Deliverables:

- *Final Training Plan document (electronic file, 15 printed/bound copies).*
- *Provide training resources and materials*

Initiative 3. Develop the Transportation Asset Management Plan

The CONSULTANT shall develop the TAMP to meet the MAP-21 requirements. Each State is required to develop a risk-based asset management plan for the National Highway System (NHS) to improve or preserve the condition of the assets and the performance of the system. MAP-21 requires that the plan include (as a minimum) State-owned pavement and bridge assets. The DEPARTMENT will include pavement and bridge assets on the NHS and other state owned highways in this plan. The plan shall include the following:

A summary listing of the pavement and bridge assets on the NHS and other state owned highways, including a description of the condition of those assets.

- Asset management objectives and measures.
- Performance gap identification.
- Lifecycle cost and risk management analysis.
- A financial plan.
- Investment strategies.

The FHWA Pilot Study Generic Work Plan should be used as the basis for this task, tailored to meet Department's needs.

Deliverables:

- *Final Transportation Asset Management Plan (TAMP) document (meeting all MAP-21 requirements) (electronic files, 15 printed/bound copies).*

C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

- The Draft Transportation Asset Management Implementation Plan and other resource documentation are available on line at: ftp://dot.city:streetmap@nhftp.admin.state.nh.us/Asset_Management

D. 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.

ARTICLE I

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

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

E. DELIVERABLES

The CONSULTANT shall provide the DEPARTMENT with the deliverables described in each initiative in the Scope of Work.

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

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

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

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

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

Word Processing: Microsoft Word 2003 or NHDOT compatible version
Spreadsheets: Microsoft Excel 2003 or NHDOT compatible version
Databases: Microsoft Access 2003 or NHDOT compatible version

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

ARTICLE I

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

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

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

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

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

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

F. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional services rendered under this AGREEMENT is **March 30, 2016**.

ARTICLE II

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

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

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

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

2. Costs that are directly applicable to the salaries, salary burden, and direct and indirect costs, including administration costs. These costs may be applied to only straight-time salary extensions where overtime is employed. These amounts shall be based on actual costs to the CONSULTANT for such items during the period of the AGREEMENT and those allowable in accordance with the applicable cost principles contained in Federal Acquisition Regulations Subpart 31.2 and Subpart 31.105. Further, any overtime required for this project shall have the prior written approval of the DEPARTMENT.
3. A fixed fee amount as shown in Article II, Section B for profit and non-reimbursed costs. The fixed fee shall be a negotiated amount based on the estimated risk to be borne by the CONSULTANT (maximum 10.00% of total labor + total overhead).
4. Reimbursement for direct expenses, including work performed by other parties, such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, 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 **\$389,634.00** the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and man-hour estimates of July 30, 2014), except by agreement of all parties made after supplemental negotiations, and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion by more than one (1) year, the general fee may be renegotiated; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work outlined in this AGREEMENT, as determined by the DEPARTMENT.

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

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

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

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

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the contract period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of

ARTICLE II

the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

B. SUMMARY OF FEES

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

- a. Actual CONSULTANT'S salaries*, costs applicable to actual salaries, salary burden (direct and indirect), and administrative costs attributable to overhead, the sum of which is estimated at \$238,090.00. For billing purposes, salary burden and overhead costs are currently estimated at 164.61% of actual salaries.
- b. A fixed fee to cover profit and non-reimbursed costs at \$23,809.00.
- c. Reimbursement for direct, out-of-pocket expenses estimated at \$9,139.00.
- d. Reimbursement for actual cost* of subconsultants estimated as follows:
 - Cambridge Systematics, Inc. \$90,365.00.
 - Fitzgerald & Halliday, Inc. \$28,231.00.

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

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

C. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed \$389,634.00 unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the cost set forth under Article II, Section A and the CONSULTANT agrees to use its best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.
4. Change orders issued under this Contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

ARTICLE II

D. PAYMENTS

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

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT.)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT.)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA – CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 12000 Indian Creek Court, Suite F, Beltsville, MD.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

ARTICLE IV

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

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

ARTICLE IV

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

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

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

ARTICLE IV

years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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.

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

3. Insurance

a. Required Coverage

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

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

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portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

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

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nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.

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

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

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

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.

ARTICLE IV

1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

Attachment 1

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

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

AMEC Environment & Infrastructure, Inc

(Company)

By: _____

Greg J. Williams

Office Manager

(Title)

Date: 8/25/2014

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

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

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

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

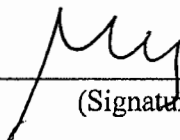
Attachment 2

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

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

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

8/25/2014
(Date)


(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Office Manager and duly-authorized representative of the firm of AMEC Environment & Infrastructure, Inc, and that neither I nor the above firm I here represent has:

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

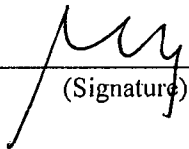
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving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

except as here expressly stated (if any):

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

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

8/25/2014
(Date)


(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

William J. Case, P.E.
Director of Project Development
NHDOT

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

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

except as here expressly stated (if any):

8/12/14
(Date)

William J. Case
(Signature)

Attachment 5

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

By: [Signature]

Dated: 8/25/2014

CONSULTANT

By: [Signature]
Greg J. Williams
Office Manager

(TITLE)
Dated: 8/25/2014

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: 9/12/14

THE STATE OF NEW HAMPSHIRE

By: [Signature]
William J. Cors, P.E.
Director of Project Development

For DOT COMMISSIONER
Dated: 9/12/14

Attorney General

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

Dated: 9/24/14

By: [Signature]
Assistant Attorney General

Secretary of State

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

Dated: _____

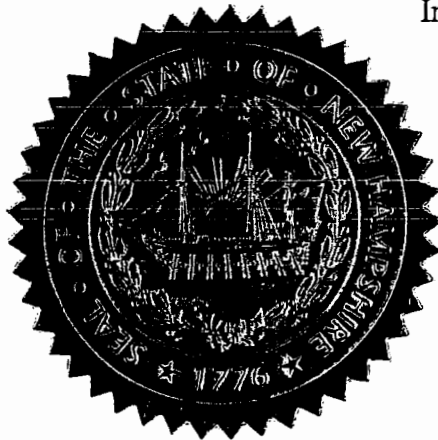
Attest:
By: _____
Secretary of State

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 AMEC Environment & Infrastructure, Inc. a(n) Nevada corporation, is authorized to transact business in New Hampshire and qualified on July 20, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of August, A.D. 2014

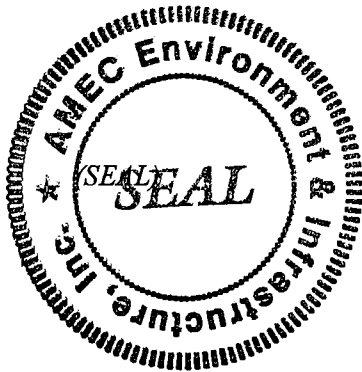
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Incumbency Certificate

I, David K. Baxter, being the duly appointed Assistant Corporate Secretary of AMEC Environment & Infrastructure, Inc. ("AMEC"), hereby certify that Greg Williams is an Office Manager of AMEC and has the authority, on behalf of AMEC, to execute the Standard Professional Services Agreement between AMEC and the State of New Hampshire for the purpose of providing professional services for the Dept. of Transportation.

Dated August 25, 2014



AMEC Environment & Infrastructure, Inc.

by 
Assistant Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/02/2014

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

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

PRODUCER Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED AMEC Environment & Infrastructure, Inc. 12000 Indian Creek Court Suite F Beltsville MD 20705 USA	INSURER A: Zurich American Ins Co		16535
	INSURER B: ACE American Insurance Company		22667
	INSURER C: ACE Property & Casualty Insurance Co.		20699
	INSURER D: American Zurich Ins Co		40142
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570055044366** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HDOG24554818	05/01/2014	05/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded. \$1000 <input checked="" type="checkbox"/> Coll. Ded. \$1000			BAP9483148-03	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			XOOG27238671	05/01/2014	05/01/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	WC350486613 All Other States WC386713307 MA & WI	05/01/2014	05/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Archit&Eng Prof			EOC938357806 Professional Liability SIR applies per policy terms & conditions	05/01/2014	05/01/2015	Each Claim \$2,000,000 Aggregate \$2,000,000

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

RE: Contract No: 29551, Project Description: Develop Transportation Asset Management Plan. The State of New Hampshire is included as Additional Insured in accordance with the policy provisions of the General Liability policy. SIR for Professional Liability \$10,000.

CERTIFICATE HOLDER

CANCELLATION

The State of New Hampshire
 Attn: Michelle Drouin
 7 Haven Drive, Rook 130
 Concord, NH 03302 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570055044366





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED AMEC Environment & Infrastructure, Inc.	
POLICY NUMBER See Certificate Number: 570055044366			
CARRIER See Certificate Number: 570055044366	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		WC 672425404 Idaho	05/01/2014	05/01/2015	