



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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Barrub

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Construction
January 5, 2018

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with WSP USA Inc., Manchester, NH, Vendor #174796, in the amount of \$1,950,000.00 to provide on-call construction engineering and inspection services for various transportation projects statewide, effective upon Governor and Council approval, through March 31, 2021.

Funds to support this request are available in the following account in State FY 2018 and FY 2019, and are contingent upon the availability and continued appropriation of funds in FY 2020 and FY 2021, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

Table with 5 columns: Account Number, FY 2018, FY 2019, FY 2020, FY 2021. Rows include Consolidated Federal Aid and Gen Consultants Non-Benefit.

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

EXPLANATION

The Department requires professional construction engineering and inspection consultant services for various transportation projects located throughout the state. Contracts with three consultant firms are needed to supplement the Bureau of Construction's staff in order to increase its capacity to address construction inspection needs on single or multiple construction projects.

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, 21-I:22-d, 228:4 and 228:5-a, and all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and Administration" dated August 25, 2017.

Committee is comprised of the Assistant Director of Project Development (Chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for three (3) Statewide On-Call Construction Engineering and Inspection Services contracts. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on March 10, 2017, 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 April 27, 2017 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, six shortlisted firms were notified on May 9, 2017 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on June 22, 2017 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. (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 six firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the three (3) highest-ranking firms were asked to submit a fee proposal for negotiations.

The long list of thirteen (13) consultant firms that were considered for this assignment, with the six short-listed firms shown in bold, is as follows:

Consultant Firm

AECOM
AI Engineers, Inc.
Allen & Major, Inc.
GM2 Associates, Inc.
Greenman-Pedersen, Inc.
HAKS
Hoyle, Tanner & Associates, Inc.
JTC (John Turner Consulting, Inc.)
Kleinfelder
Pathways Consulting, LLC
TEC
Terracon Consultants, Inc.
WSP USA

Office Location

Manchester, NH
Boston, MA
Woburn, MA
Concord, NH
Portsmouth, NH
Boston, MA
Manchester, NH
Dover, NH
Manchester, NH
Lebanon, NH
Hampton, NH
Manchester, NH
Manchester, NH

The firm of WSP USA Inc. has been recommended for one of the three on-call engineering and inspection services contracts. This firm has an excellent reputation and has demonstrated their capability to perform the required services in previous construction engineering and inspection services contracts with the Department. Background information on this firm is attached.

WSP USA Inc. has agreed to furnish the on-call services for a time and materials fee not to exceed \$1,950,000.00. The hourly costs and material and equipment expenses are commensurate with the complexity and the scope of the professional and technical services to be furnished. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work

begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Construction Engineering and Inspection Services 16441F) 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,

 for

Victoria F. Sheehan
Commissioner

Attachments

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.)

2a. FIRM (OR BRANCH OFFICE) NAME WSP USA Inc. <i>Includes local project office staff</i>			3. YEAR ESTABLISHED Boston Office - 1966	4. Unique Entity Identifier 07-536-9421
2b. STREET 75 Arlington Street, 9th Floor			5. OWNERSHIP	
2c. CITY Boston			2d. STATE MA	2e. ZIP CODE 02116
6a. POINT OF CONTACT NAME AND TITLE Dennis J. Baker, PE, Vice President, Area Manager			7. NAME OF FIRM (If block 2a is a branch office) WSP USA Inc.	
6b. TELEPHONE NUMBER (617) 426-7330		6c. EMAIL ADDRESS Dennis.Baker@wsp.com		
8a. FORMER FIRM NAME(S) (If any) Parsons Brinckerhoff, Inc. until 5/2017 PB Americas, Inc. 11/2011			8b. YR. ESTABLISHED 1933	8c. Unique Entity Identifier 05-666-8700

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			
06	Architect	72	8	A06	Airports; Terminals and Hangars; Freight Handling	7
08	CADD Technician	214	11	B02	Bridges	6
12	Civil Engineer	978	41	C15	Construction Management	5
14	Computer Programmer	299	5	E02	Educational Facilities; Classrooms	3
15	Construction Inspector	290	2	E09	Environmental Impact Studies; Assessments or Statements	4
16	Construction Manager	282	6	E11	Environmental Planning	3
21	Electrical Engineer	105	14	E12	Environmental Remediation	4
23	Environmental Engineer	80	7	G01	Garages; Vehicle Maintenance Facilities; Parking Decks	4
27	Foundation/Geotech Eng.	102	3	H01	Harbors; Jetties; Piers, Ship Terminal Facilities	3
30	Geologist	76	4	H04	Heating; Ventilating; Air Conditioning	2
34	Hydrologist	12	6	H07	Highways; Streets; Airfield Paving; Parking Lots	7
42	Mechanical Engineer	103	12	O01	Office Building; Industrial Parks	3
47	Planner: Urban / Regional	125	4	P05	Planning (Community, Regional, Area wide and State)	3
53	Scheduler	40	3	P06	Planning (Site, Installation, and Project)	3
57	Structural Engineer	417	22	P12	Power Generation, Transmission, Distribution	7
58	Technician/Analyst	287	4	R03	Railroad; Rapid Transit	6
60	Transportation Engineer	280	8	S04	Sewage Collection, Treatment and Disposal	3
62	Water Resources Engineer	71	3	S09	Structural Design; Special Structures	2
	Environmental Planner	48	2	T03	Traffic and Transportation Engineering	3
	Transportation Planning	142	3	T06	Tunnels & Subways	2
	Other Employees	1685	39			
Total		5708	207			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)	a. Federal Work	5
	b. Non-Federal Work	9
	c. Total Work	9

PROFESSIONAL SERVICES REVENUE INDEX BY 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

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE *January 2017
c. NAME AND TITLE Dennis J. Baker, PE, Vice President, Area Manager	

AUTHORIZED FOR LOCAL REPRODUCTION

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*Reflects staff and revenue as of this date

1 PROPOSED PERSONNEL AND TEAM ORGANIZATION

Your ongoing program requires “field savvy” personnel who are familiar with the critical issues of road, bridge, and paving work, along with associated activities that need special attention, i.e. environmental monitoring, construction schedule development, review or training across the various Bureaus. WSP has a unique team of full-time inspectors and specialists who are licensed or certified, flexible, adaptive, knowledgeable and experienced with northern New England transportation projects.

Jim Anderson will continue to be the project manager for these services. He has over three decades of CEI experience on bridge, highway, marine, transit, airport, water, sewer & storm drains, utilities and signalization projects. Jim is a proven leader and has received excellent performance ratings from DOT’s for his delivery and oversight of construction services. As Vice President and New England Manager of CEI Services, he will – as he has since 2010 continue to be your single point of contact for CEI, assuring that NHDOT is served promptly, while responding to any needs or concerns. To supplement WSP’s environmental inspection staff, we have again retained *Nobis Engineering, Inc. under an exclusive agreement, to be part of the team*. John St. John has worked on the I-93 Widening from the beginning, forging strong and positive relationships with inter-agencies, contractors and NHDOT. John’s institutional knowledge gained from the evolving New Hampshire environmental practices and controls is unmatched. A partial roster of staff is shown below, and full resumes for each team member describing their experience, certifications and qualifications is in the Appendix.



PARTIAL ROSTER OF STAFF

Contract Administrators

Lisa Uhlianuk-Sekulich, PE, NETTCP HMA, ACI

Darrell Ford, PE

Construction Inspectors

Charles Begin, NETTCP HMA & QA, ACI

Julian Bice, EIT, ACI, ATSSA

Tom Divincenzo, NETTCP HMA

Gordon Eastman, NETTCP Drilled Shafts

Rod Faloon, NETTCP HMA

Tyler Fenton, EIT, NETTCP HMA, ATSSA

Joshua Illsley, ACI

Brain Latham, NETTCP HMA, ACI

Richard Lawler, NETTCP HMA

Jerry Ray, NETTCP HMA, PCI

Clinton Smith, NETTCP HMA, ACI, ATSSA

Scott Terkelsen, NETTCP HMA

Bruce Wolfe, NETTCP HMA, ACI

Construction Specialists

Francis Clyne, NACE, CWI, ICC

Fred Williams

Environmental Inspectors

John St. John, CPESC (Nobis)

Schedulers

Luc Saroufim, PE

Thomas Zayac

PROJECT: Statewide On-Call Construction Engineering & Inspection Services

DESCRIPTION: Three (3) Statewide On-Call Agreements, anticipated to have a maximum value of \$1,950,000 each over a three-year term, are needed to provide on-call Construction Engineering and Inspection services for various transportation projects located throughout the State. Individuals are needed to supplement the Department's field staff on single or multiple construction projects. Individuals with environmental experience are also needed to assist the Department with environmental regulations and related engineering needs related to construction. The work will be varied in all aspects of transportation, highway, and bridge construction assuring the contractors compliance with the plans, specifications and environmental commitments. This work will require Professional Engineer licensure in the State of New Hampshire. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services as well as their availability to respond rapidly to on-call assignments. Task Orders for construction inspection and construction field work services will be paid using Specific Rates of Pay for hours worked. Task Orders for engineering services assigned under these Agreements will be negotiated as either a lump-sum or a modified cost-plus-fixed-fee method of compensation.

Services Required: CE&I

SUMMARY

AECOM Technical Services, Inc.	5	4	5	5	5	1	1	24
Greenman-Pedersen, Inc.	1	1	1	1	1			5
Hoyle, Tanner & Associates, Inc.	4	2	4	4	3			17 20*
JTC (John Turner Consulting, Inc.)	3	3	3	3	2			14
Terracon Consultants, Inc.	6	6	6	6	4			28
WSP USA	2	5	2	2	6	1	1	17 15*

* AFTER TIE BREAKER VOTE FOR THIRD PLACE

Rating Considerations	W E I G H T	Scoring of Firms					
		AECOM Technical Services, Inc.	Greenman-Pedersen, Inc.	Hoyle, Tanner & Associates, Inc.	JTC (John Turner Consulting, Inc.)	Terracon Consultants, Inc.	WSP USA
Comprehension of the Assignment	20%	17%	19%	19%	19%	17%	19%
Clarity of the Proposal	20%	17%	18%	18%	18%	16%	19%
Capacity to Perform in a Timely Manner	20%	17%	19%	17%	18%	16%	17%
Quality & Experience of Project Manager/Team	20%	16%	20%	18%	18%	16%	18%
Previous Performance	10%	9%	12%	9%	9%	9%	12%
Overall Suitability for the Assignment	10%	9%	12%	9%	9%	9%	12%
Total	100%	85%	96%	90%	91%	83%	94%

Rating Considerations	W E I G H T	Scoring of Firms					
		AECOM Technical Services, Inc.	Greenman-Pedersen, Inc.	Hoyle, Tanner & Associates, Inc.	JTC (John Turner Consulting, Inc.)	Terracon Consultants, Inc.	WSP USA
Comprehension of the Assignment	20%	18	20	19	18	16	18
Clarity of the Proposal	20%	16	20	19	17	16	18
Capacity to Perform in a Timely Manner	20%	17	20	19	18	16	18
Quality & Experience of Project Manager/Team	20%	17	20	18	18	17	14
Previous Performance	10%	8	10	9	9	17	7
Overall Suitability for the Assignment	10%	8	10	9	8	5	6
Total	100%	84	100	93	88	77	83

- Ranking of Firms:
1. GPI
 2. WSP
 3. JTC

4. HTA
5. AECOM
6. Terracon

- Ranking of Firms:
1. GPI
 2. HTA
 3. JTC

4. AECOM
5. WSP
6. Terracon

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	W E I G H T	Scoring of Firms					
		AECOM Technical Services, Inc.	Greenman-Pedersen, Inc.	Hoyle, Tanner & Associates, Inc.	JTC (John Turner Consulting, Inc.)	Terracon Consultants, Inc.	WSP USA
Comprehension of the Assignment	20%	18	20	19	19	15	19
Clarity of the Proposal	20%	18	19	18	19	16	20
Capacity to Perform in a Timely Manner	20%	18	18	19	20	15	19
Quality & Experience of Project Manager/Team	20%	18	19	18	19	15	18
Previous Performance	10%	8	10	10	9	7	10
Overall Suitability for the Assignment	10%	8	9	8	9	6	9
Total	100%	88	95	92	95	74	95

- Ranking of Firms:
1. GPI
 2. WSP
 3. JTC

4. HTA
5. AECOM
6. TERRACON

Rating Considerations	W E I G H T	Scoring of Firms					
		AECOM Technical Services, Inc.	Greenman-Pedersen, Inc.	Hoyle, Tanner & Associates, Inc.	JTC (John Turner Consulting, Inc.)	Terracon Consultants, Inc.	WSP USA
Comprehension of the Assignment	20%	17	19	19	19	17	19
Clarity of the Proposal	20%	18	19	19	19	17	19
Capacity to Perform in a Timely Manner	20%	17	19	18	18	17	18
Quality & Experience of Project Manager/Team	20%	15	19	18	18	15	16
Previous Performance	10%	6	9	8	8	6	9
Overall Suitability for the Assignment	10%	6	9	9	9	6	9
Total	100%	79	94	91	91	78	92

- Ranking of Firms:
1. Greenman-Pedersen, Inc
 2. WSP USA
 3. JTC (John Turner Consulting)
 4. Hoyle Tanner & Associates Inc
 5. AECOM Techn. Serv. Inc
 6. Terracon Consulting

Rating Considerations	W E I G H T	Scoring of Firms					
		AECOM Technical Services, Inc.	Greenman-Pedersen, Inc.	Hoyle, Tanner & Associates, Inc.	JTC (John Turner Consulting, Inc.)	Terracon Consultants, Inc.	WSP USA
Comprehension of the Assignment	20%	20	20	20	20	20	20
Clarity of the Proposal	20%	17	20	20	20	18	17
Capacity to Perform in a Timely Manner	20%	20	18	17	19	20	19
Quality & Experience of Project Manager/Team	20%	17	20	17	18	16	17
Previous Performance	10%	9	10	10	9	9	8
Overall Suitability for the Assignment	10%	10	10	10	10	10	10
Total	100%	93	98	94	96	93	92

- Ranking of Firms:
1. GREENMAN-PEDERSEN
 2. JOHN TURNER
 3. HOYLE TANNER
 4. TERRACON
 5. AECOM
 6. WSP

**STATEWIDE ON-CALL
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
16441F**

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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
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9. SIGNATURE PAGE

**STATEWIDE ON-CALL
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
16441F**

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 8 day of January in the year 2018 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 WSP USA Inc., with principal place of business at One Penn Plaza, in the City of New York, State of New York, and New Hampshire branch office at 650 Elm Street, in the City of Manchester, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical design services for various highway projects located throughout the STATE. These services are outlined in the CONSULTANT'S technical proposal dated June 7, 2017 and revised fee proposal dated December 1, 2017, 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 Construction Engineering and/or Inspection (hereinafter referred to as **CE&I**) 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. GENERAL

The Consultant agrees to render services to the DEPARTMENT including, but not limited to, tasks set forth in this AGREEMENT under Article I, Section B - Scope of Work, which are considered to be an outline of the required work in a general manner and should not be construed as being a final detail list of all work required of the CONSULTANT. The CONSULTANT shall perform all work under this AGREEMENT in accordance with NHDOT Policies and standard practices.

B. SCOPE OF WORK

1. Definitions

Consultant: An individual or firm that will furnish CE&I services.

Project: The specific section of the highway together with all appurtenances to be constructed under the contract.

Engineer: The Assistant Commissioner of the DEPARTMENT, who is responsible for engineering supervision of the construction, acting directly or through his/her duly authorized representatives.

Department Supervisor: An individual deemed appropriate within the DEPARTMENT to whom the CONSULTANT'S inspector reports directly.

Project Assignment Letter: An Assignment Letter is a written agreement signed by both the CONSULTANT and the DEPARTMENT that assigns Consultant personnel to a project or multiple projects, sets forth his/her duties, specifies location, starting date, expected duration and identifies the Department Supervisor.

CE&I: Services provided by CONSULTANT personnel who monitor and document contractor's work performed on DEPARTMENT construction projects for conformance with the plans and specifications.

2. General Description

The CONSULTANT shall provide services to the DEPARTMENT in all facets of CE&I in accordance with the DEPARTMENT'S plans, specifications, standards, procedures and manuals. The CONSULTANT may also be asked to provide technical assistance in all phases of stormwater management from pre-construction through final acceptance of a project. Section 3, subsection d, provides a more comprehensive list of project duties.

ARTICLE I

The DEPARTMENT will assign the CONSULTANT to the individual project or multiple projects requiring services.

The CONSULTANT shall perform CE&I services as included in the Project Assignment Letter or as directed by the Engineer. The CONSULTANT shall supply its own vehicles to provide the services outlined below for each project. For the protection of traffic, all vehicles used on the project shall be equipped with amber flashing lights visible from 360 degrees around the vehicle. The flashing light system shall be in continuous operation while the vehicle is on any part of the traveled lanes, shoulders or ramps within the construction zone. All drivers of vehicles used on the project shall be furnished with written instructions concerning the manner of operation of these vehicles regarding traffic safety requirements. Specifically, these instructions shall warn against stopping on travel portions of the roadway, passing other vehicles, and using median crossovers. All work performed by the CONSULTANT shall conform to all applicable NHDOT Local, State, and Federal Health and Safety Rules and Regulations.

3. **Detailed Scope of Work**

a. Scope

This work consists of providing qualified personnel for CE&I for highway and bridge construction projects as required by the Engineer.

This work will consist of services for individual projects or multiple projects throughout the State.

Only CONSULTANT personnel actually working on the project site (performing project duties) are eligible for compensation under the AGREEMENT.

CONSULTANT personnel may be utilized for other associated duties not specifically included in this AGREEMENT. Requests for Specialty Services will be made in writing by the Department Supervisor to the CONSULTANT.

b. Staffing

The CONSULTANT'S personnel assigned to a project must have prior experience in the areas of work that they are to perform. Personnel assigned to a project will be subject to prior review and approval by the DEPARTMENT. This review and approval process may include but not be limited to a personal interview.

Personnel, as defined below and as identified in the technical proposal, shall not be replaced on the project without DEPARTMENT approval.

The CONSULTANT shall provide sufficient trained personnel to adequately and competently perform the requirements of this AGREEMENT. The CONSULTANT'S personnel assigned to a particular project shall perform all work in accordance with the conditions and terms of this AGREEMENT. Any person employed by the CONSULTANT who, in the opinion of

ARTICLE I

the Engineer, does not perform his/her work in a proper and skillful manner, is intemperate or disorderly, or for any other reason, at the written request of the Engineer shall be removed immediately. Any personnel so removed will not be eligible for work at any other project under this AGREEMENT.

The CONSULTANT shall provide personnel available to work whatever schedule is set forth in the Project Assignment Letter or as the Engineer directs upon prior notice. CONSULTANT personnel shall be directed to check-in with the Department Supervisor at the start and end of each workday, unless otherwise directed in writing by the Department Supervisor. This check-in will include telling the Department Supervisor the start of work time and end of work time for that day.

Employment of CONSULTANT personnel may be terminated at any time their services are no longer required. The DEPARTMENT reserves the right to reassign personnel to various projects as needed.

Compensation for time worked under terms of this AGREEMENT shall begin and end at a specified Project Office. Travel and per diem policies are outlined in Article II.

The CONSULTANT shall comply with all applicable Federal, State, and local laws and regulations while performing work for the DEPARTMENT.

All CONSULTANT personnel must be prequalified by the DEPARTMENT prior to being utilized under this AGREEMENT. Copies of certification documents and experience summaries must be submitted for each individual being proposed by the CONSULTANT as part of the DEPARTMENT approval process.

When the CONSULTANT proposes to add personnel in addition to those approved under this AGREEMENT they should do so in writing to the DEPARTMENT with certification documents and experience summaries included. A revised listing of all personnel utilized under the AGREEMENT will be provided for each such request.

The DEPARTMENT reserves the right, with prior notification to the CONSULTANT, to direct the assignment and reassignment, of personnel as deemed necessary to provide services to meet the requirements of the DEPARTMENT.

The DEPARTMENT reserves the right to reject any CONSULTANT Personnel at any time for reasonable cause.

c. Minimum Eligibility Requirements

For purposes of this section, Engineer refers to an individual with a Bachelor of Science Degree in Civil Engineering or related field and Technician refers to an individual with an Associates Degree in Civil Engineering Technology or related field and/or related

ARTICLE I

construction experience acceptable to the DEPARTMENT. Personnel provided by the CONSULTANT shall identify with the following Classifications:

Technician Inspector - Level I

Must meet one of the following criteria:

Associates Degree in Civil Engineering Technology or related field and have a minimum of one year of construction inspection experience.

OR

High School Diploma and minimum of five years of construction inspection experience.

Technician Inspector - Level II

Must meet one of the following criteria:

Associates Degree in Civil Engineering Technology or related field and have a minimum of five years of construction inspection experience.

OR

High School Diploma and minimum of ten years of construction inspection experience.

Technician Inspector - Level III

Must meet one of the following criteria:

Associates Degree in Civil Engineering Technology or related field and have a minimum of eight years of construction inspection experience.

OR

High School Diploma and minimum of ten years of construction inspection experience.

AND (applies to both above criteria)

Must have physical highway or bridge construction inspection experience on a NH Department of Transportation project and practical application with the procedures of the DEPARTMENT and with the NHDOT **Standard Specifications for Road and Bridge Construction**. Must also have experience using the DEPARTMENT'S Construction Management System (CMS).

Engineer Inspector – Level I

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering or related field and a minimum of one year of construction inspection experience.

Engineer Inspector – Level II

Must meet the following criteria:

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Bachelor of Science Degree in Civil Engineering or related field and a minimum of five years of construction inspection experience.

Engineer Inspector – Level III

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering or related field and a minimum of eight years of construction inspection experience.

Must be a Registered Professional Engineer (PE) Licensed to practice in the State of New Hampshire.

Must have physical highway or bridge construction inspection experience on a NH Department of Transportation project and practical application with the procedures of the DEPARTMENT and with the NHDOT **Standard Specifications for Road and Bridge Construction**. Must also have experience using the DEPARTMENT'S Construction Management System (CMS).

Environmental Inspector

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering, Environmental Studies or related field and have 3 years experience or knowledge of highway and bridge construction operations.

Must be a Certified Erosion Sediment and Storm Water Inspector (CESSWI) and /or a Certified Professional Erosion and Sediment Control Specialist CPESC).

d. Project Duties

The CONSULTANT'S personnel are required, and shall be qualified, to perform inspection, documentation, testing and other Construction Engineering activities throughout the various stages of the project, including, but not limited, to the following areas:

1. Production, hauling and placement of highway related materials.
2. Soil or rock excavations, and soil or rock fill construction.
3. Roadway base, subbase, and slope construction, including checking line and grade.
4. Drainage work, including pipe and structure installation, ditchline grading, detention/retention area construction, etc.
5. Utility construction for sewer, water, electricity, gas, etc.
6. Storm Water Pollution Prevention Plan (SWPPP) review and analysis.
7. Erosion control product evaluation.
8. Erosion and sediment control Best Management Practices (BMP's).
9. Construction of traffic signs, traffic pavement markings and symbols, and traffic signal installations.

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10. Bridge and building demolition.
11. Paving, resurfacing, pavement repair and rehabilitation.
12. Guardrail, fence and other linear barriers.
13. Land clearing and landscaping.
14. Bridge substructure, including foundation preparation work, and bridge superstructure work.
15. Non-bridge structures such as retaining walls, overhead signs, soundwalls, sidewalks, etc.
16. Traffic control procedures and devices.

e. Certifications/Training

The DEPARTMENT may require that the CONSULTANT'S personnel be certified (or be able to obtain certification within a reasonable time frame) or have training by the National Institute for Certification in Engineering Technologies (NICET), the North East Transportation Technician Certification Program (NETTCP) or the American Concrete Institute (ACI). The areas of concentration would be Hot Mix Asphalt (HMA) Paving Inspection, Soils and Aggregate Inspection/testing and Concrete Inspection/testing.

CONSULTANT personnel performing storm water management duties may be required to be a Certified Professional Erosion and Sediment Control Specialist (CPESC).

f. Equipment

Equipment furnished by the CONSULTANT shall include but not be limited to:

1. Personal Protective Equipment (PPE's) including but not limited to: hard hats, Type II (minimum, type III recommended at night) reflective vests, gloves, coveralls, safety glasses, hearing protection, steel-toed work boots, rain gear. All PPE's shall meet minimum OSHA and ANSI standards.
2. Scientific calculators
3. Drafting tools
 4. Measuring tapes, rulers
 5. Hand levels

g. Cooperation and Records

The CONSULTANT agrees to cooperate fully with the DEPARTMENT and to maintain and protect complete construction records at the project field office and/or the Bureau of Construction for review, use and approval at all times. These records, upon request, shall be transferred to the custody of the DEPARTMENT when the CONSULTANT has completed the assignment.

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h. Post Project Assistance

The CONSULTANT shall be available to assist the DEPARTMENT in the processing of any Project claims or lawsuits arising from Project(s) to which the CONSULTANT is assigned hereunder until the CONTRACTOR'S acceptance of the final estimate. This work effort would be considered a continuation of the project assignment.

C. MATERIALS FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish materials to the CONSULTANT, such as Plans, Standard Specifications, Special Provisions, Construction Manual and any available information pertinent to the CONSULTANT'S assignment.

D. WORK SCHEDULE

1. This AGREEMENT period begins on the date of approval by the Governor and Council.
2. The CONSULTANT shall complete the services without delay unless unable to do so for causes not under its control.
3. CONSULTANTS employed under the terms of this AGREEMENT shall be available to begin work within one week of the receipt of a Project Assignment Letter.
4. Close coordination between the CONSULTANT and the DEPARTMENT shall be maintained at all times.
5. A project conference between the Department Supervisor and the CONSULTANT may be required as determined by the Engineer before the assigned work is started to insure that the CONSULTANT is in compliance with the DEPARTMENT'S requirements. Lead-time required to perform all necessary checks prior to the start of operations shall be agreed upon.

E. CONSULTANT AUTHORITY

1. The CONSULTANT shall notify the Department Supervisor and the Contractor immediately of any workmanship or materials that do not conform to specifications.
2. The CONSULTANT shall notify the Department Supervisor and the Contractor immediately of any imminent safety issues.
3. The CONSULTANT shall not authorize additional work or the elimination of work.
4. The CONSULTANT shall not authorize any Change Orders.
5. The CONSULTANT shall not authorize any progress payments made to the Contractor.
6. The CONSULTANT shall not commit the DEPARTMENT to any additional expenditure of funds.

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F. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is March 31, 2021, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

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

ARTICLE II

ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES

A. AGREEMENT GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$1,950,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$1,950,000.00 total amount.)

B. METHOD OF COMPENSATION FOR ENGINEERING TASK ORDERS

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

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

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

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

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

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

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

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

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates

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

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

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

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$60.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$60.00 per hour maximum direct labor rate translates to a \$145.54 per hour maximum Engineering Services contract labor rate.

ENGINEERING SERVICES CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Senior Scheduler/Claims Analyst	\$145.54*	\$145.54*	\$145.54*	\$
Scheduler	\$138.60	\$142.76	\$145.54*	\$
Junior Scheduler	\$88.58	\$91.24	\$93.97	\$
Technical Writer**	\$79.84	\$82.84	\$84.70	\$

* Maximum Engineering Services contract labor rate allowed under this AGREEMENT.

** This classification uses the CE&I/field work overhead rate of 111.22%.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is **3.0%**.
4. **Overhead Factor** - The negotiated overhead factor **for engineering/office work (142.56%)** shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.

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

D. LUMP-SUM FORMAT

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

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E. METHOD OF COMPENSATION FOR INSPECTION TASK ORDERS

The method of compensation for CE&I Services Task Orders issued under this agreement will be Specific Rates of Pay (**The Contract Labor Rates for the Specific Rates of Pay format include profit.**)

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

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

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

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

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

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

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for subsequent one-year periods include an annual contract adjustment rate. Task Orders for CE&I services will be issued for a maximum duration of 12 months.

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

In the event that the Completion Date of this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section F - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a

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period longer than 6 months, the annual contract adjustment rate shall apply and an additional Contract Period will be established.

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$60.00 per hour (including annual contract adjustment rate **and overtime rates**) for the life of the Contract. For this AGREEMENT, the \$60.00 per hour maximum direct labor rate translates to a \$136.87 per hour maximum Inspection Services contract labor rate.

INSPECTION SERVICES CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Engineer Inspector - Level III	\$104.93	\$108.08	\$111.32	\$
Engineer Inspector – Level II	\$83.08	\$85.57	\$88.14	\$
Engineer Inspector – Level I	\$65.54	\$67.51	\$69.54	\$
Technician Inspector – Level III	\$76.42	\$78.71	\$81.07	\$
Technician Insp. – Level III (OT Rate*)	\$93.17	\$95.96	\$98.83	\$
Technician Inspector – Level II	\$71.85	\$74.01	\$76.23	\$
Technician Insp. – Level II (OT Rate*)	\$87.60	\$90.23	\$92.93	\$
Technician Inspector – Level I	\$58.51	\$60.27	\$62.08	\$
Technician. Insp. – Level I (OT Rate*)	\$71.34	\$73.48	\$75.69	\$
Environmental Inspector	\$86.68	\$89.28	\$91.96	\$
Environmental Inspector (OT Rate*)	\$105.68	\$108.85	\$112.12	\$

* The Contract Labor Rates in the above table shall apply for any 24 hours of the day. Any overtime hours worked beyond the standard 40 hours per week will be reimbursed in following manner:

Engineers Engineers shall receive straight time for all hours worked.

Engineering Technicians Engineering Technicians shall receive a rate of time and one half of their Direct Labor Rate. Overhead rate and profit shall not be adjusted.

Environmental Inspectors Environmental Inspectors shall receive a rate of time and one half of their Direct Labor Rate. Overhead rate and profit shall not be adjusted.

The CONSULTANT shall not work overtime without prior approval of the DEPARTMENT.

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

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

4. **Overhead Factor** - The negotiated overhead factor for **CE&I/field work (111.22%)** shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Profit** - The rate for profit and non-reimbursed costs shall be negotiated based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)] and shall remain fixed at that rate for the life of the AGREEMENT. The negotiated rate for profit for this AGREEMENT is 8.0%.
6. **Direct Expenses** - Direct expenses shall not exceed \$50,000.00 per year and shall be reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. Cell phones and any associated charges will not be reimbursable as a direct expense under this AGREEMENT. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** – Subconsultant costs for specialty services will be reimbursed at actual cost based on the subconsultant labor rates included in the CONSULTANT'S fee proposal dated December 1, 2017 plus 8.0% profit. Subconsultant costs for additional inspection resources may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or compensated for using the CE&I labor rates for the prime consultant, at the DEPARTMENT'S discretion.

F. SUBCONSULTANT SUPPORTING SERVICES

The subconsultant firms included in this AGREEMENT are:

Nobis Engineering - (Specialty – Environmental Services)

G. INVOICING and PAYMENT

Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, project-by-project bill submitted on a monthly or other approved basis by the CONSULTANT. The CONSULTANT shall also submit with the itemized bill, DEPARTMENT approved backup weekly time sheets for each employee showing the charges by project and signed by a DEPARTMENT representative.

ARTICLE II

H. RECORDS - REPORTS

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

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

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow all applicable AASHTO and ASTM standard test methods as well as 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 locations available for inspection by STATE and Federal Highway Administration representatives will vary according to project assignments.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

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

ARTICLE IV

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

E. ADDITIONAL SERVICES

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

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval 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, 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.

ARTICLE IV

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 liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

ARTICLE IV

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

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

ARTICLE IV

cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that he 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

ARTICLE IV

may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions 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

ARTICLE IV

CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
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.

ARTICLE IV

3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

Attachment 1

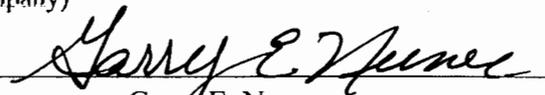
**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT 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.

WSP USA Inc.

(Company)

By:



Garry E. Nunes

North East Construction Services Manager
(Title)

Date: 1/8/2018

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.

1/8/2018
(Date)

Garry E Nunes
(Signature)
Garry E. Nunes
North East Construction Services Manager

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the North East Construction Services Manager and duly-authorized representative of the firm of WSP USA Inc., and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

1/8/2018
(Date)

Gary E. Nunes
(Signature)

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):

1/19/18
(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: Bibi Khan
Executive Assistant

Dated: 1/8/2018

CONSULTANT

By: Gary E Nunes
North East Construction Services Manager
(TITLE)

Dated: 1/8/2018

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Drown

Dated: 1/19/18

THE STATE OF NEW HAMPSHIRE

By: [Signature]
Director of Project Development

for DOT COMMISSIONER
Dated: 1/19/18

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: 1/26/2018

By: Allie B. Greenstein
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

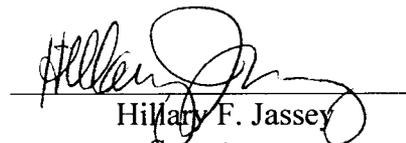
WSP USA INC.

SECRETARY'S CERTIFICATE

I, Hillary F. Jassey, Secretary of WSP USA Inc. (the "Corporation"), do hereby certify on behalf of the Corporation and not in my individual capacity that on June 1, 2015 the Board of Directors of the Corporation adopted the following resolution:

"RESOLVED, that parties authorized by the Delegation of Authority may sign RFPs, RFQs and any resulting project contracts or amendments in accordance with the Delegation of Authority."

I further certify that the resolution has not been revoked and that, as North East Construction Services Manager of the Corporation, Garry E. Nunes is authorized by the Delegation of Authority to sign prime agreements, amendments, and task work orders for the Statewide On-call CE&I Services Contract 16441F, between the New Hampshire Department of Transportation and the Corporation.


Hillary F. Jassey
Secretary

January 8, 2018
Date

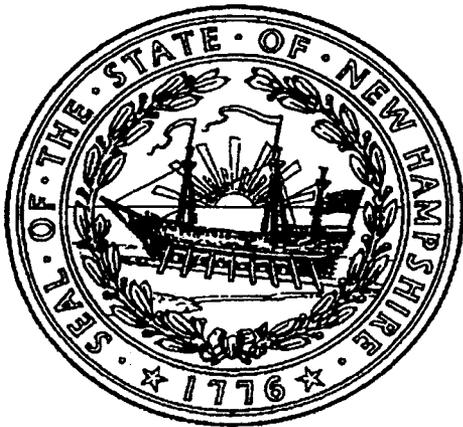
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WSP USA INC. is a New York Profit Corporation registered to transact business in New Hampshire on June 20, 1977. 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: 2923



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of January A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

