



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Planning and Community Assistance
July 19, 2016

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 the firm of Whitman, Requardt & Associates, LLP, Baltimore, Maryland (Vendor #259423) for an amount not to exceed \$489,980 to develop a comprehensive multi-modal (air, rail, port and highways) Statewide Freight Plan for New Hampshire, effective upon Governor and Council approval through September 30, 2018. 100% Federal funds.

Funding is available as follows for FY 2017 and is contingent upon the availability and continued appropriation for FY 2018 funds:

	<u>FY 2017</u>	<u>FY 2018</u>
04-96-96-962515-2944		
SPR Planning funds		
046-500464 Gen Consultants Non-Benefit	\$350,000	\$89,980
04-096-096-962015-3036		
SPR Research funds		
046-500464 Gen Consultants Non-Benefit	\$50,000	
Totals	\$400,000	\$89,980

EXPLANATION

The Department requires the services of a qualified consultant to assist in the development of a comprehensive multi-modal (air, rail, port and highways) Statewide Freight Plan for New Hampshire. This plan will allow the Department to better understand the freight flows out of/into/ through the state to better align available funds and projects with need as well as to allow NH to take advantage of available federal funds incentives related to freight project funding, and is requirement under the latest federal transportation funding authorization (FAST Act). The Statewide Plan is intended to look at critical freight movements within the State and between multi-modal systems. The Agreement is a cost-plus-fixed-fee contract to be funded through the Statewide Planning and Research (SPR) program with turnpike toll credit match.

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 use of Turnpike Toll Credits for this project was approved by the Capital Budget Overview Committee on March 30, 2016.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for planning and engineering services for the Statewide Freight Plan Development project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on October 14, 2013, 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 November 15, 2013 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on December 18, 2013 through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on February 13, 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 three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The following firms were considered for this assignment, with the short list of three (3) consultant firms appearing in **bold** as follows:

<u>Consultant Firm</u>	<u>Office Location</u>
1. Cambridge Systematics, Inc.	Cambridge, MA
2. Delcan Corporation	Tysons, VA
3. HDR Engineering, Inc.	Boston, MA
4. Institute for Transportation Research & Education	Raleigh, NC
5. Jack Faucett Associates	Bethesda, MD
6. Kentucky Transportation Center	Lexington, Kentucky
7. Rahall Appalachian Transportation Institute	Huntington, WV
8. The Louis Berger Group, Inc.	Manchester, NH
9. Whitman, Requardt & Associates, LLP	Baltimore, MD

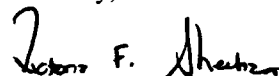
The firm of Whitman, Requardt & Associates, LLP has been recommended for this contract. The firm has an outstanding reputation as confirmed by reference checks with identified references, which includes confirmation of the necessary capabilities to perform the necessary planning, engineering and technical services for this assignment. Background information on this firm is attached.

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.

Expenses incurred will be charged against the designated project account number and reimbursement for costs shall be borne by the above-listed funds in the total amount of \$489,980.00 in accordance with Federal Aid program requirements.

Your approval of this submission is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

PROJECT: Statewide Freight Plan

DESCRIPTION: Development of a comprehensive multi-modal (air, rail, port and highways) New Hampshire Statewide Freight Plan. The completed freight plan must be MAP-21 compliant. The following areas are being considered as part of the components to the plan: Freight Inventory and Data Collection; Economic and Demographic Trends, Impact on NH Economy; Existing Statewide Freight Infrastructure including primary freight network (PFN) facilities and critical rural freight corridors; Freight Demand; Freight Projections and Analysis; Needs Assessment including Truck Parking, Rest Areas, Fueling and Maintenance Facilities; Performance Measures; Policy, Program, Freight Strategy and Recommendations; Public Involvement, Outreach Initiatives & Deliverables; Coordination with Advisory Group; Intermodal Freight Facilities; Intelligent Transportation Systems; Freight Critical Statewide Project Listing; Summary of supporting elements (strategies, goals, recommendations) from other statewide and metropolitan plans including Statewide LRTP, MPO & RPC LRTPs, SHSP, Statewide and Regional ITS Architectures, Statewide Asset Management Plan, Statewide Rail Plan Port Resources, Airport Resources. This work will require Professional Engineer licensure in the State of New Hampshire. The contract is anticipated to use a cost plus fixed fee compensation format and have a duration of approximately 30 months. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned work and past experience with similar type work.

Services Required: PLAN, R&T, TRAF, ENV, CIVL, STRC, RDWY, AERO

SUMMARY

Cambridge Systematics, Inc.	3	2	3	2	3	2	2	2	2	21
HDR Engineering, Inc.	2	3	2	3	2	3	3	3	3	24
Whitman, Requardt & Associates, LLP	1	1	1	1	1	1	1	1	1	9

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations		Scoring of Firms			
	WEIGHT	Cambridge Systematics, Inc.	HDR Engineering, Inc.	Whitman, Requardt & Ass., LLP	
Comprehension of the Assignment	20%	19	19	20	
Clarity of the Proposal	20%	18	18	19	
Capacity to Perform in a Timely Manner	20%	16	18	18	
Quality & Experience of Project Manager/Team	20%	17	18	19	
Previous Performance	10%	8	10	10	
Overall Suitability for the Assignment*	10%	7	8	9	
Total	100%	85	91	95	

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

Ranking of Firms:

1. WRA
2. HDR
3. Cambridge Systematics

Rating Considerations		Scoring of Firms			
	WEIGHT	Cambridge Systematics, Inc.	HDR Engineering, Inc.	Whitman, Requardt & Ass., LLP	
Comprehension of the Assignment	20%	18	16	20	
Clarity of the Proposal	20%	18	16	20	
Capacity to Perform in a Timely Manner	20%	16	17	18	
Quality & Experience of Project Manager/Team	20%	18	16	19	
Previous Performance	10%	7	8	9	
Overall Suitability for the Assignment*	10%	9	8	10	
Total	100%	86	81	96	

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

Ranking of Firms:

1. WRA
2. CSA
3. HDR

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	HDR Engineering, Inc.	Whitman, Requardt & Ass., LLP
Comprehension of the Assignment	20%	18	18	18
Clarity of the Proposal	20%	17	16	18
Capacity to Perform in a Timely Manner	20%	17	17	18
Quality & Experience of Project Manager/Team	20%	17	18	17
Previous Performance	10%	9	8	9
Overall Suitability for the Assignment*	10%	7	8	9
Total	100%	85	85	89

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

Ranking of Firms: 1. Whitman, Requardt & Ass., LLP
2. HDR Engineering, Inc.
3. Cambridge Systematics, Inc.

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	HDR Engineering, Inc.	Whitman, Requardt & Ass., LLP
Comprehension of the Assignment	20%	20	10	20
Clarity of the Proposal	20%	18	10	20
Capacity to Perform in a Timely Manner	20%	10	10	20
Quality & Experience of Project Manager/Team	20%	18	5	5
Previous Performance	10%	10	5	5
Overall Suitability for the Assignment*	10%	10	5	10
Total	100%	86	45	90

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

Ranking of Firms: 1. WRA
2. CS
3. HDR

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	HDR Engineering, Inc.	Whitman, Requardt & Ass., LLP
Comprehension of the Assignment	20%	18	17	18
Clarity of the Proposal	20%	17	17	18
Capacity to Perform in a Timely Manner	20%	16	19	18
Quality & Experience of Project Manager/Team	20%	17	18	19
Previous Performance	10%	7	9	8
Overall Suitability for the Assignment*	10%	7	8	9
Total	100%	82	88	90

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

Ranking of Firms: 1. WRA
2. HDR
3. Cambridge Systematics

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	HDR Engineering, Inc.	Whitman, Requardt & Ass., LLP
Comprehension of the Assignment	20%	18	16	19
Clarity of the Proposal	20%	17	16	19
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	18	17	19
Previous Performance	10%	9	8	10
Overall Suitability for the Assignment*	10%	9	8	10
Total	100%	89	83	95

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

Ranking of Firms: 1. WRA
2. Cambridge
3. HDR

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	HDR Engineering, Inc.	Whitman, Requardt & Ass., LLP
Comprehension of the Assignment	20%	19	16	20
Clarity of the Proposal	20%	19	17	19
Capacity to Perform in a Timely Manner	20%	19	19	18
Quality & Experience of Project Manager/Team	20%	18	18	19
Previous Performance	10%	9	9	9
Overall Suitability for the Assignment*	10%	9	8	9
Total	100%	93	87	94

*Includes usage, quality and experience of subconsultants proposed and proven experience.

Ranking of Firms:

1. WRR
2. CS
3. HDR

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	HDR Engineering, Inc.	Whitman, Requardt & Ass., LLP
Comprehension of the Assignment	20%	18	16	20
Clarity of the Proposal	20%	16	16	18
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	16	16	18
Previous Performance	10%	6	8	6
Overall Suitability for the Assignment*	10%	8	6	10
Total	100%	82	80	90

*Includes usage, quality and experience of subconsultants proposed and proven experience.

Ranking of Firms:

1. WRA
2. CSI
3. HDR

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	HDR Engineering, Inc.	Whitman, Requardt & Ass., LLP
Comprehension of the Assignment	20%	18	15	20
Clarity of the Proposal	20%	15	15	19
Capacity to Perform in a Timely Manner	20%	19	20	19
Quality & Experience of Project Manager/Team	20%	15	15	20
Previous Performance	10%	9	4	20
Overall Suitability for the Assignment*	10%	8	5	20
Total	100%	84	74	98

*Includes usage, quality and experience of subconsultants proposed and proven experience.

Ranking of Firms:

1. WRA
- 2.
- 3.



January 23, 2014

Craig A. Green, P.E. - Assistant Director, Project Development and Chairman, Consultant Committee
New Hampshire Department of Transportation
7 Hazen Drive ~ P.O. Box 483
Concord, NH 03302-0483

Re: **New Hampshire Statewide Freight Plan Statement of Qualifications**

Dear Mr. Green:

Whitman, Requardt & Associates, LLP (WR&A) is pleased to submit this Statement of Qualifications and Technical Proposal for the Development of the New Hampshire Statewide Freight Plan. Our team includes **WR&A** for project management and overall freight planning; **IHS Global Insight (IHS)** for economic, freight demand/forecasting, and supply chain expertise and key modal support; **IBI Group (IBI)** for transportation technology planning and key modal support; and **Regina Villa Associates, Inc. (RVA - certified DBE)** for public and stakeholder outreach and general inventory support.

Our project team and key staff members have direct recent experience on relevant projects, as well as unique capabilities that will allow us to cooperatively support planning efforts throughout the project:

WR&A, led by Scott Thompson-Graves, has navigated freight issues, freight influence, or related project planning/prioritization impacts for a variety of projects large and small, most recently on a multi-state, MAP-21 compliant freight plan for the Delmarva Peninsula. WR&A's technical expertise coupled with the ability to coordinate and communicate effectively across vastly different clients, partners, interests, and scopes will provide solid leadership for the development of New Hampshire's freight plan.

IHS, led by Bob Brodesky, combines industry-leading macroeconomic and trade forecasting - including ownership of the Transearch database and extensive supply chain expertise - with in-depth knowledge of key freight-generating industries to forecast goods movement, evaluate bottlenecks/gaps, and identify opportunities to support economic growth through freight policy and investment. This effort marks the second pairing of IHS and WR&A - they recently worked with us on the Delmarva Freight Plan.

IBI, led by Carl-Henry-Piel, is a recognized Intelligent Transportation Systems (ITS) leader across all modes, including commercial vehicle operations, weigh station and tolling systems, airport landside management systems, and port and freight terminal systems. Project lead Carl-Henry Piel brings unique local knowledge to the team as a New Hampshire resident and New Hampshire registered PE with involvement on detailed ITS design, implementation, and architecture projects in the state.

RVA, led by Nancy Farrell, has performed public and stakeholder outreach/engagement for several large-scale projects in Massachusetts such as the state's *Long Range Transportation Plan* and the *Beyond Boston* statewide transit planning effort, and has also developed public/stakeholder outreach plans for several projects in New Hampshire.

The WR&A team will leverage its collective experience to engage stakeholders, provide industry-leading economic and multimodal technical expertise, and utilize a balanced, practical planning approach to ensure the development of a thorough, effective, understandable, and MAP-21 compliant freight plan that addresses issues specific to the region, couples urban area freight concerns with diverse rural/local freight perspectives, and capitalizes on potential trends and opportunities. We are excited to have this opportunity to present our ideas, and would appreciate being the consultant team selected to assist NHDOT with this project.

Sincerely,

Whitman, Requardt & Associates, LLP

Scott Thompson-Graves, P.E., PTOE
Vice President

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AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 9 day of February in the year 2016 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Whitman, Requardt & Associates, LLP, with principal place of business at 801 South Caroline St., in the City of Baltimore, 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 comprehensive multi-modal (air, rail, port and highways) Statewide Freight Plan for New Hampshire.

The DEPARTMENT requires professional consulting services for the preparation of said plan; and to make recommendations regarding a reasonable range of appropriate alternatives to be carried forward for further development. These services are outlined in the CONSULTANT'S Revised Fee Proposal and Supplemental Scope of Work dated January 15, 2015, which is hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. DESCRIPTION OF SERVICES

The types of services required under the terms of this AGREEMENT shall include the following:

B. SCOPE OF WORK

On July 6, 2012, the President signed into Public Law 112-141; the Moving Ahead for Progress in the 21st Century Act (MAP-21). Under this law, each state is encouraged to develop a comprehensive State Freight Plan that outlines immediate and long-range plans for freight-related transportation investments. MAP-21 also encourages States to establish a Freight Advisory Committee to assist in the development of the State freight system.

The DEPARTMENT recognizes the importance of maintaining a strong freight transportation network, and will be conducting a study effort to evaluate the movement of freight into, out of, through and within the State of New Hampshire by developing a State Freight Plan. DEPARTMENT recognizes that the effective & efficient movement of freight is critical to the long term economic opportunity and vitality of the state.

1. Plan Objectives

This project will deliver a comprehensive multi-modal (air, rail, roadways and port) statewide freight plan that addresses all the requirements of MAP-21, with consideration of environmental impacts, improved mobility, safety, economic development, and quality of life. The plan objectives are covered within six main project tasks:

- Task 1 – New Hampshire Transportation System
- Task 2 – New Hampshire Freight System
- Task 3 – Freight Projects and Solutions
- Task 4 – Public and Stakeholder Participation
- Task 5 – Formal Plan Production
- Task 6 – Management/Client Coordination

The following areas are to be considered as components of the plan:

ARTICLE I

TASK 1 – New Hampshire Transportation System

Task 1.1 – Project Introduction and Premise: will establish MAP-21 compliant goals and objectives alongside plan-specific/state-specific needs, and introduce the overarching freight roles and initiatives affecting New Hampshire from a broader national/regional perspective (*and per additional details in “Plan Format” section*).

Task 1.2 – Inventory and Assessment: will identify and summarize the existing New Hampshire transportation system as it pertains to the movement of freight and goods, including:

- Freight inventory and a review of existing/available data for New Hampshire, as well as limited fieldviews of key freight-related facilities or regions to help establish and/or confirm an understanding of existing conditions/operations. Include broad-level GIS-based summaries of key freight system components, as well as the development/compilation of a freight directory identifying key freight carriers, infrastructure owners, logistics providers, warehousing and distribution centers, or similar throughout the state.
- Documentation of the existing statewide freight infrastructure, including the primary freight network (PFN) facilities and screening for potential candidates that may be eligible for critical rural freight corridor designation. Include insights on other key urban or rural freight routes, system connectivity, or notable first/last mile issues.
- Conduct a qualitative review of DEPARTMENT-provided roadway traffic data (including vehicle classification) from available sources (e.g., traffic volume mapping, Travel Demand Model data, or GIS-based truck volume data).

Task 1.3 – Freight Institutions and Roles: will summarize relevant agency and stakeholder freight institutions, roles, and perspectives, including the identification of key players at the state, MPO, and public/private levels (*and per additional details in “Plan Format” section*).

TASK 2 – New Hampshire Freight System

Task 2.1 – Economic Context: will detail the economic role, influence, and position of freight and goods movement and intrastate/interstate/intra-regional trade patterns, including:

- Economic and demographic trends for the state and region, including a general review of economic forecasts by industry sector
- Freight impact on the New Hampshire economy with respect to industrial development and job growth

Task 2.2 – Freight Profile: will detail the types of freight/commodities and related insights critical to New Hampshire, including:

- Determine Freight Demand

ARTICLE I

- Determine Freight Projections and Analysis
- Reference the Transearch® commodity flow dataset to derive general qualitative/quantitative freight insights regarding modal distributions, freight values, and origins and destinations, thus illustrating interstate, inter-regional, and regional network transport activity. Supplement the dataset with STB Waybill Samples and FAF insights where appropriate.
- The development of a freight profile which describes and assesses the origins & destinations of freight as it relates to the State of New Hampshire's transportation system, and its associated supply chains. It is intended that the profile includes (but not be limited to) identification of commodities and commodity groups important to the State, as well as general/qualitative insights on major regional markets or related regional bottlenecks, supply chain relationships, and potential contingency issues (e.g., freight-related impacts of break-downs in key points in the system beyond state borders).

Task 2.3 – Freight Focus Areas and Needs: will identify and explore specific key issues relative to New Hampshire's overall freight transportation system while encompassing required MAP-21 focus areas as well as state-specific interests, including:

- Compile, summarize, and categorize the over-arching freight focus areas, issues, needs, etc., that should be addressed by the eventual action plan.
- Assess MAP-21 required elements of mobility and congestion, including a review of freight-related bottlenecks, key connectivity issues, and energy production influences (e.g., mining, agricultural, energy cargo or equipment, and timber vehicles), and including a limited focus on the adequacy of the freight system's principal rail and highway segments versus existing state standards or norms.
- Consider environmental impacts including potential freight-related impacts or infrastructure concerns relative to flooding and flood recovery operations (e.g., due to drainage issues, storms, sea level rise, etc.).
- Consider land use, community, and quality of life impacts including the need to balance or mitigate freight and community access or conflict issues (e.g., first/last mile connectivity).
- Review freight safety issues specific to New Hampshire, including a limited high-level review of available statewide highway crash data (to be provided by the DEPARTMENT) and rail freight accident data or insights versus typical national trends.

ARTICLE I

- Develop a District-level Needs Assessment of the adequacy of the number of locations and general siting of truck parking, rest areas, fueling and maintenance facilities as they relate to freight travel within and through the state versus key freight corridors and truck driver hours of service regulations.
- Evaluate seasonal maintenance activities via the level of snow clearing/removal effort identified by the DEPARTMENT versus commercial vehicle volumes and functional classification for principal truck corridors to assess general impacts on the freight system in terms of a general prioritization of key corridors or site-specific infrastructure versus time or resource limitations.
- Consider Intelligent Transportation Systems (ITS).
- Consider Intermodal Freight Facilities

TASK 3 – Freight Projects and Solutions

Task 3.1 – Freight System Analysis and Project Development: will quantitatively and qualitatively assess the overall freight transportation system alongside the development of initial projects and solutions to address the previously-identified needs, including:

- Recommend freight performance measures for the Department, including insights from New Hampshire’s established Decision Lens planning/prioritization methodologies.
- Compile initial project candidates from other existing/available transportation planning programs or documents within the state.
- Utilize the established performance measures to conduct a limited analysis/evaluation of the existing freight conditions or needs versus available data.
- Incorporate scenario planning techniques to assess a limited number of “what-if” circumstances (e.g., different investment strategies, unanticipated market changes, major infrastructure changes, etc.).

Task 3.2 – Action Plan: will summarize the final set of projects, policies, and related details needed to enhance the overall freight transportation system, including:

- Develop freight focused policies, programs, strategies and recommendations, including conceptual cost estimates and project prospectus summaries for the final preferred alternatives.
- Develop a prioritized project listing for the NH freight network, including insights from New Hampshire’s established Decision Lens planning/prioritization methodologies.

ARTICLE I

- Compare/develop the Action Plan in conjunction with an established freight vision and policy/goal/objective relationships for New Hampshire, and with respect to future anticipated funding perspectives (*and per additional details in "Plan Format" section*).

Task 3.3 – Resources and Applications: will explore concept-level recommendations to enhance future freight planning and coordination efforts in New Hampshire, including:

- Recommend opportunities to increase private and public understanding of system level goods movement and logistics issues, including methods to develop a freight planning knowledge base and interface within the NHDOT and applying it toward current and future projects and activities.
- The plan will need to strengthen freight partnerships and coordination between government agencies and the private sector

TASK 4 – Public and Stakeholder Participation

Task 4.1 – Outreach and Engagement Planning: will coordinate with the DEPARTMENT to establish the overall framework for public and stakeholder participation, the Freight Advisory Committee, and key participants, with task details as follows:

- A key element of the Freight Plan is the development of a strong program of public and stakeholder participation. It is important to maintain a transparent and open planning process for consideration of improvements to the New Hampshire freight system, so that both the public and stakeholders can have a clear understanding of how the recommendations were formulated. An early task will be to assist in the creation of and coordination with a freight advisory committee. The consultant will also describe the creation of a public and stakeholder participation plan, the methods of outreach to the general public, the freight community, stakeholder groups, public officials, agencies, and others. This outreach plan will describe the methods by which information about the State Freight Plan and its development will be disseminated to maximize the involvement and participation of the public and key stakeholders. These strategies should make use of both traditional and social media
- A project electronic database will also be developed to help support documentation and tracking of key freight stakeholders or related contacts

Task 4.2 – Meetings, Interviews, and Surveys: will conduct the specific outreach and participation activities, including preparation and follow-up for each activity, and as follows:

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- Stakeholder input will be gathered through interviews by the consultant, as well as a limited number of electronic/online surveys and other means. In addition to different modes (air, rail, highway and the port), stakeholders are expected to include state, regional and municipal economic development officials, major shippers, freight forwarders, and state and local business groups. The consultant preparing the Freight Plan will make one or more presentations to the newly established Freight Advisory Committee, as well as to other key public officials during preparation of the Plan. The consultant will also provide assistance in developing/conducting a broader Freight Summit outreach effort to hold local/regional freight-focused conference or workshop-style meetings with key stakeholder participants. A series of public meetings are also expected to be held in selected locations around the state to present the Freight Plan through its various stages of development, to gather feedback and public input and to answer questions. Four public meetings are anticipated, and a draft Plan will be presented at one of the meetings for comment prior to preparation of the final Plan. The Freight Plan will be publicized through press releases, a web site, and other appropriate media
- Conduct public involvement/outreach initiatives and deliverables including public officials briefings, public meetings or workshops, press releases, and traditional communications media.
- Coordination with the NH Statewide Freight Advisory Committee and assistance in developing/conducting a broader stakeholder outreach effort to include a freight-focused project electronic database, stakeholder interviews, online electronic surveys, and Freight Summit events.

Task 4.3 – Communications Media: will prepare, distribute, and/or maintain the specific communications media needed to accomplish the public and stakeholder outreach activities detailed in Tasks 4.1 and 4.2.

TASK 5 – Formal Plan Production

Task 5.1 – Draft Plan Production – will include the development/compilation of three interim summary documents plus graphics or other supporting documentation to encompass the draft findings and results of Tasks 1 through 3 (*and per additional details in “Plan Format” section*).

Task 5.2 – Final Plan Production – will combine all draft plan documents from Task 5.1 and develop the final plan conclusions, executive summary, public/stakeholder documentation, and related final submittal items (*and per additional details in “Plan Format” section*).

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TASK 6 – Management/Client Coordination: will consist of overall project and client management activities, including general coordination meetings (up to 6 in-person meetings with the DEPARTMENT), general conference calls (up to 10 calls or video conferencing), invoicing, and monthly progress reporting (*and per additional details in “Work Schedule and Progress Reports” section*).

2. **Plan Format**

Additional plan requirements include the following:

a) **Executive Summary**

The NH Freight Plan will include an executive summary to include a general description of the state’s freight system (air, rail, highway and port) and the proposed freight improvement projects and a summary of key findings and recommendations. The Executive summary will be written for a general audience.

b) **New Hampshire Transportation System**

The Freight Plan will include a description of New Hampshire’s multimodal transportation system, including a statement of the freight’s system’s goals and objectives. This discussion will focus on the past, present and future role of freight transportation in the state’s transportation system. The Freight Plan will also describe freight initiatives that should be considered in New Hampshire. This section will also describe the relative roles of the DEPARTMENT, and other state or regional public bodies involved with planning or development of freight projects. The State Transportation Improvement Program, Ten Year Transportation Improvement Plan, New Hampshire Climate Plan (2009), MPO/regional planning commission long-range transportation plans should be consulted in completing this task. In addition, the regional freight system will be analyzed/considered as part of the plan development process.

c) **The New Hampshire Freight System**

The Freight Plan will include an analysis of existing freight services to include goods movement data available from Federal and other sources, traffic levels and characteristics, and major origins and destinations of freight traffic. Description of freight traffic will include tonnage, carloads or containers, value, type of freight, route, and relevant origin and destination data, as well as regional market and supply chain perspectives critical to fully understanding freight and goods movement interests in New Hampshire.

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The Freight Plan's analysis will include a general evaluation of the economic and environmental impacts of freight in New Hampshire. This will describe the relationship between the different modes of transportation, congestion, international and interstate trade and economic development, energy use, air quality and climate change, and land use and other community impacts. Currently, the New Hampshire State Rail Plan (completed in 2012) and traffic data will be available for use in developing the freight plan.

d) Proposed Freight Projects

This section will provide a summary of proposed freight improvements to the state freight system, giving consideration to all the modes, and developed in compliance with the performance-based freight planning requirements of MAP-21. Projects, policies, or related solutions may be those proposed by freight system users, public agencies or authorities, regional entities, or other sources. The intent of this section is to present a list of capital projects that may be presented for evaluation and analysis. The section will also include a discussion of public funding and resources available for freight improvements. The projects will be derived from information presented by DEPARTMENT and interviews with system users, stakeholders and other interested parties.

This section will provide a context for evaluating and establishing priorities for the improvement projects. In order to establish priorities, the Freight Plan will provide a vision statement that describes the state's policy for freight. The evaluation process will guide implementation of a project list and other measures over a 20-year time frame. The vision and the transportation policy should achieve the state's multimodal transportation goals. The Plan will describe the coordination of the vision with national and regional transportation objectives and plans and with the state's transportation planning process.

The Freight Plan will assess currently available funding sources in New Hampshire and the potential for developing other sources. Where funding sources do not exist for freight projects described in the Plan, it will list potential sources of funding for projects that may be used in other jurisdictions or be worthy of consideration in New Hampshire.

The Plan will summarize the steps needed to implement the proposed projects, including identification of potential partners, recommended legislation, and other action steps.

e) Freight Plan Conclusion

It is anticipated that the conclusion section of the plan will be the "blue print" to the NHDOT and other stakeholders in the development of the freight system. The Freight Plan will include a summary of public and stakeholder participation in its development, meeting minutes, comments received, and other input. This includes the involvement of freight users, state and local government agencies, planning commissions, shippers and other business community representatives. The Freight Plan will

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also describe the state's transportation planning process and how the Freight Plan will be incorporated into statewide multimodal planning.

C. STAFFING

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

D. QUALITY CONTROL

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

E. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Roadway Traffic Data (including vehicle classification) were available;
2. Prints of State Rest Area and Welcome Centers:
http://www.nh.gov/dot/org/projectdevelopment/planning/typ/documents/i_ParkRideRestArea.pdf
3. User data for State Rest Area and Welcome Centers where available;
4. Pertinent NHDOT-maintained GIS data, including electronic shapefiles and related mapping files.
5. Surface Transportation Board Rail Waybill Sample Data for New Hampshire, where available;
6. Existing stakeholder contact information or distribution lists to support initial development of a freight-focused project electronic database;
7. High-level state/corridor crash data summaries, sources, or related to support freight safety insights;

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8. Summary of the relative roles of the DEPARTMENT and other state or regional public bodies involved with planning or development of freight projects;
9. Descriptions/details or mapping of the existing New Hampshire highway route tier system to support investigations of potential seasonal maintenance priorities;
10. Descriptions/details or background and technical assumptions related to New Hampshire's established Decision Lens planning/prioritization methodologies to support investigations of freight-specific performance measures and freight-related project prioritization.
11. Available statewide project planning/programming updates to support initial project candidate listings.
12. Available statewide transportation funding updates to support freight project funding perspectives.
13. Revised scope assumes the DEPARTMENT will be responsible for project website development and maintenance.
14. Revised scope assumes the DEPARTMENT will be responsible for development and maintenance of social media resources or content.
15. New Hampshire State Rail Plan (2012) –
<http://www.nh.gov/dot/org/aerorailtransit/railandtransit/documents/FinalStateRailPlan.pdf>
16. 2014 State Airport System Plan - <http://www.nh.gov/dot/org/aerorailtransit/aeronautics/documents.htm>
17. Ten Year Transportation Plan - <http://www.nh.gov/dot/org/projectdevelopment/planning/typ/index.htm>
18. NHDOT State ITS Architecture Plan;
19. New Hampshire Climate Plan (2009);
20. Any updates of the DEPARTMENT supplied CAD/D information released throughout the duration of the AGREEMENT, as appropriate. The DEPARTMENT shall be held harmless from any and all loss, damage, expense or liability whatever resulting from the use of these programs and macros or translated information. The Department may supply the documentation for use with these programs and macros, but shall not be responsible for any training in their use.

F. WORK SCHEDULE AND PROGRESS REPORTS

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

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

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

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

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

G. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

H. DELIVERABLES

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

1. 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.

2. 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/.)

3. 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:

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- a) Word Processing: Microsoft Word 2003 or NHDOT compatible version
- b) Spreadsheets: Microsoft Excel 2003 or NHDOT compatible version
- c) 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.

4. 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:

- a) Compact Disc (CD): Files on CD(s) should be actual size, not compressed.
- b) DVD: Files on DVD(s) should be actual size, not compressed.
- c) Email: Files 1 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

5. 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.

I. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is twenty-four (24) months from the date of the Notice to Proceed, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT.

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 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.
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 \$489,980.00, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of January 15, 2015), except by agreement of all parties made after supplemental negotiations. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been an increase or decrease in the scope of work outlined in this AGREEMENT. All salaries and increases thereof paid to technical or other employees assigned to this project shall be the result of a company-wide evaluation of all employees and shall not be restricted to employees assigned to this project.

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

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

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

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the contract period and for three (3) years from the date of final voucher payment for examination by the STATE and copies thereof shall be furnished if requested.

ARTICLE II

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 \$189,497.37. For billing purposes, salary burden and overhead costs are currently estimated at 111.95% of actual salaries.
- b. A fixed fee to cover profit and non-reimbursed costs at \$18,949.74.
- c. Reimbursement for direct, out-of-pocket expenses estimated at \$29,073.00.
- d. Reimbursement for actual cost* of subconsultants estimated as follows:
 - IHS \$107,107.00.
 - IBI \$86,689.00.
 - RVA \$58,664.00.

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.

*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 \$489,980 unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the cost set forth under Article II, Section A, and the CONSULTANT agrees to use his best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.
4. Change orders issued under this contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

D. PAYMENTS

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

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

ARTICLE II

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 by duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 801 South Caroline St., Baltimore, 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. 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 the applicable professional standard of care, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employees, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams, and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

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

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

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

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

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G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on wetland evaluations, mapping, noise studies, and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000, however, the State may accept policies with a higher deductible upon receipt of evidence that the subcontractor has the financial ability to pay claims within the deductible.. 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.

ARTICLE IV

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, 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, however,

ARTICLE IV

the State may accept policies with a higher deductible upon receipt of evidence that the contractor has the financial ability to pay claims within the deductible.; and

4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

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

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

ARTICLE IV

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

COMPLIANCE

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

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

ARTICLE IV

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

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

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS

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

ARTICLE IV

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

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

Attachment 1

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

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

Whitman, Reguardt & Assoc., LLP
(Company)

By: [Signature]

PARTNER
(Title)

Date: 2/9/2016

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.

2/9/2016

(Date)

Walter P. M.

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Partner and duly-authorized representative of the firm of Whitman, Bergquist & Assoc., LLP, 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.

2/9/2016

(Date)

Walt Bergquist

(Signature)

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the DEPUTY COMMISSIONER 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):

4/29/16
(Date)


(Signature)

Attachment 5

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

By: Tom Hark
Vice President

Dated: 2-9-16

CONSULTANT

By: Walter M. L.
PARTNER
(TITLE)

Dated: 2/9/2016

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Danielle K. Platt

Dated: 04/29/2016

THE STATE OF NEW HAMPSHIRE

By: For [Signature]

For DOT COMMISSIONER
Dated: 4/29/16

Attorney General

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

Dated: 7/14/16

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



PARTNERSHIP AUTHORIZATION CERTIFICATE

RE: NEW HAMPSHIRE CERTIFICATE OF AUTHORITY

I, Joseph S. Makar, certify that I am the duly qualified and acting Administrative Partner of Whitman, Requardt and Associates, LLP; that the Firm is a duly organized, validly existing limited liability partnership in good standing under the laws of the State of Maryland; that I have custody of the partnership agreement of the Firm; that based on an examination of the Firm's partnership agreement and other relevant records, as of the date stated below, the following person is authorized to execute Agreements in the State of New Hampshire and other attendant documents on behalf of the Firm and with full authority to bind the Firm by doing so.

Name

Title

Signature

Walter P. Miller

Partner

Date: February 09, 2016

Joseph S. Makar
Administrative Partner

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 a notice of registration to transact business in this state was filed by WHITMAN REQUARDT AND ASSOCIATES LLP, a Maryland registered limited liability partnership, on February 12, 2016. I further certify that all fees including annual fees required by the Secretary of State's office have been paid.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April, A.D. 2016

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/18/2016

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

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

PRODUCER Construction Risk Solutions, LLC. 11311 McCormick Road Suite 450 Hunt Valley MD 21031-8622		CONTACT NAME: PHONE (A/C, No, Ext): 443-798-7499 FAX (A/C, No): 443-798-7290 E-MAIL ADDRESS: certificates@thecrsteam.com		
INSURED 37718 Whitman Requardt and Associates, LLP 801 S. Caroline St. Baltimore MD 21231		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Continental Casualty Company		
		INSURER B: Zurich American Insurance Company		16535
		INSURER C: Travelers Property Casualty Co of A		25674
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 1131020799**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL 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:			GLO9459789-02	11/1/2015	11/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP9459792-02	11/1/2015	11/1/2016	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 type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			ZUP-15T13210-15-NF	11/1/2015	11/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		WC9459791-02	11/1/2015	11/1/2016	<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	Professional Liability Claims Made			AEH288356321	7/28/2015	7/28/2016	Per Occurrence \$10,000,000 Aggregate \$10,000,000 Deductible \$250,000

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

Re: New Hampshire State Freight Plan, Statewide, X-A004(004), 29337

The State of New Hampshire is included as Additional Insured with respect to the General Liability policy as required by written contract. 30 day notice of cancellation/10 days for non-payment on General Liability, Automobile Liability and Workers' Compensation.

CERTIFICATE HOLDER**CANCELLATION**State of New Hampshire Department of Transportation
John O. Morton Building
7 Hazen Drive, PO Box 483
Concord NH 03302-0483

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

AUTHORIZED REPRESENTATIVE

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Whitman, Requardt & Associates, LLP
Engineers · Architects · Environmental Planners Est. 1915

6/23/2016

William Rose
Senior Planner
NHDOT Bureau of Planning and Community Assistance
7 Hazen Drive
Concord, NH 03302-0483

Re: New Hampshire Statewide Freight Plan Financial Ability

William:

We have provided our financial documentation which conveys that although our insurance deductible of \$250,000 exceeds the requested NHDOT cap of \$75,000 we have the financial resources to provide the deductible in the event of a claim. Please let me know if you need further verification of our financial capability to cover our deductible.

We have also provided letters and financial documentation from IBI Group and IHS Global, Inc.

Very truly yours,

Whitman, Requardt & Associates, LLP

A handwritten signature in dark ink, appearing to read 'Dan Voeltner'.

Dan Voeltner, CPA, CGMA
CFO

Enclosures
cc: file



IHS Global, Inc.
15 Inverness Way East
Englewood, CO 80112
www.ihs.com

Mr. William Rose
Senior Planner
Bureau of Planning & Community Assistance
New Hampshire Department of Transportation
John O. Morton Bldg.
7 Hazen Drive
Concord, NH 03302

June 13, 2016

Dear Mr. Rose:

IHS Global, Inc. (IHS) is pleased to respond to the New Hampshire Department of Transportation's (NHDOT) request for additional information concerning our participation in the New Hampshire Statewide Freight Plan as a subcontractor to Whitman, Requardt & Associates (WR&A). NHDOT recently requested a representation of IHS's financial ability to cover the \$1 million deductible associated with our professional liability insurance coverage. NHDOT also asked for financial statements evidencing IHS's ability to cover this deductible.

In 2015, IHS generated \$2.18 billion in revenues, with a Net Income of \$240.2 million (\$155.7 million after currency and other adjustments). Our Cash and Cash Equivalents balance at the end of 2015 was \$291.6 million. Due to our size and demonstrated overall financial strength (we are a Fortune 500 company), IHS Balance Sheet and other financial statements demonstrate our ability to pay claims within the \$1 million deductible of our professional liability insurance in the unlikely event of such an occurrence.

IHS is pleased to provide an electronic copy of our 2015 Annual Report and financial statements. We have provided a copy in PDF format, which we understand WR&A will forward to you electronically. We also provide an Internet link to all of our recent financial statements:

<http://investor.ihs.com/phoenix.zhtml?c=188457&p=irol-reports>

We appreciate the opportunity to work with NHDOT as a member of the WR&A team. Please do not hesitate to contact me if you have any additional questions or concerns regarding IHS's insurance coverage and our ability to meet any deductible requirements.

Sincerely,

Charles W. Clowdis, Jr.
Managing Director-Transportation

IHS Economics
charles.clowdis@ihs.com +1 781 301 9020



IBI GROUP
7th Floor – 55 St. Clair Avenue West
Toronto ON M4V 2Y7 Canada
tel 416 596 1930 fax 416 596 0644
ibigroup.com

June 10, 2016

New Hampshire Department of Transportation
John O. Morton Building
PO Box 483 | 7 Hazen Drive
Concord, New Hampshire 03302-0483

Dear Sirs/Mesdames:

PROFESSIONAL LIABILITY INSURANCE – CONFIRMATION OF FINANCIAL ABILITY

Further to a request received from the primary consultant on the Statewide Freight Plan for New Hampshire project, I hereby confirm, in my capacity as the Chief Financial Officer of IBI Group, that IBI Group has the financial ability to pay claims within the limit of our insurance deductible, such amount being \$500,000. Attached for your ease of reference is a copy of our financial statements in support of same.

Should you require anything further, please do not hesitate to contact the undersigned.

Yours truly

IBI GROUP

Stephen Taylor
Chief Financial Officer

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