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**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**VICTORIA F. SHEEHAN**  
**COMMISSIONER**

**WILLIAM CASS, P.E.**  
**ASSISTANT COMMISSIONER**

Bureau of Aeronautics  
August 22, 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 Jacobs Engineering Group, Inc., Bedford, NH and Pasadena CA, Vendor #176231, for a total amount not to exceed \$500,000, for on-call aviation planning, engineering, and technical support services for various aviation projects statewide, effective upon Governor and Council approval through July 1, 2021. 90% Federal Funds, 10% General Funds.

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

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
04-096-096-960030-7976 FAA Projects			
034-500152 Design/Study	\$50,000	\$250,000	\$200,000

The FAA Projects Fund, AU 7976, is utilized at this time to encumber funds for this request. Actual funding sources will be determined within Fund 30 by each particular project incurring expenses as a result of this request.

**EXPLANATION**

The Department's Bureau of Aeronautics requires on-call aviation planning, engineering, and technical support services for various aviation projects located throughout the State. Anticipated service needs could consist of: (1) continuing the existing pavement maintenance and evaluation program at the nine general-aviation airports in the NPIAS program, (2) implementing the recommendations from the New Hampshire State Aviation System Plan, (3) updating or development of the software for the state aviation system database, (4) aircraft rescue and firefighting facility or system improvements, (5) various environmental studies serving the needs of New Hampshire's NPIAS airports, (6) obstruction evaluations or airport airspace analyses or construction documentation serving the needs of New Hampshire's NPIAS airports, (7) technical writing assignments that may include preparation of reports, specifications, procedures, etc. (8) assisting the Department in the public involvement process, and/or (9) any additional federally funded aviation projects that may arise as a result of changes to NHDOT/Bureau of Aeronautics' project priorities and funding capabilities.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for Statewide On-Call Aviation Planning and Engineering Services. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on February 11, 2016, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on March 10, 2016 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on March 28, 2016 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on May 12, 2016 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 the Assistant Commissioner's approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

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

**Consultant Firm**

**Airport Solutions Group, LLC**  
 DuBois & King Inc.  
 Gale Associates, Inc.  
**Hoyle, Tanner & Associates, Inc.**  
**Jacobs Engineering Group Inc.**  
 McFarland-Johnson, Inc.  
 Stantec Consulting Services Inc.

**Office Location**

**Burlington, MA**  
 Laconia, NH  
 Bedford, NH  
**Manchester, NH**  
**Bedford, NH**  
 Concord, NH  
 Scarborough, ME

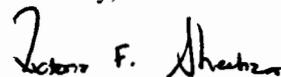
The firm of Jacobs Engineering Group, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

Jacobs Engineering Group, Inc. has agreed to furnish the on-call services for a total amount not to exceed \$500,000. The cost for Specific Project Agreements assigned under this contract will be negotiated and use of a modified cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

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

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

Sincerely,



Victoria F. Sheehan  
 Commissioner

Attachments

**PROJECT: Statewide On-Call Aviation Planning and Engineering Services**

**DESCRIPTION:** One Statewide On-Call Aviation Planning and Engineering Services agreement, anticipated to have a maximum value of \$500,000 and up to a five-year term, is needed to provide aviation planning and engineering services for various aviation projects located throughout the State. Anticipated service needs could consist of: a continuation of the existing pavement maintenance and evaluation program at the nine general-aviation airports in the NPIAS program, an implementation of the recommendations from the New Hampshire State Aviation System Plan, update or development of the software for the state aviation system database, aircraft rescue and firefighting facility or system improvements, various environmental studies serving the needs of New Hampshire's NPIAS airports, obstruction evaluations or airport airspace analyses or construction documentation serving the needs of New Hampshire's NPIAS airports, and/or any additional federally funded aviation projects that may arise as a result of changes to NHDOT/Bureau of Aeronautics' project priorities and funding capabilities technical writing assignments that may include preparation of reports, specifications, procedures, etc. assist the Department in the public involvement process.

**Services Required: AERO, AMAP, CIVL, CMGT, ELEC, ENV, GEOT, MECH, PLAN, SOFT, SURV, TEST**

**SUMMARY**

Airport Solutions Group, LLC	3	3	3	3	3	3			18
Hoyle, Tanner & Associates, Inc.	2	2	2	2	2	1			11
Jacobs Engineering Group, Inc.	1	1	1	1	1	2			7

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations	Scoring of Firms			
	W E I G H T	Airport Solutions Group, LLC	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.
Comprehension of the Assignment	20%	18	18	18
Clarity of the Proposal	20%	16	17	17
Capacity to Perform in a Timely Manner	20%	17	17	18
Quality & Experience of Project Manager/Team	20%	16	18	20
Previous Performance	10%	7	9	10
Overall Suitability for the Assignment*	10%	7	8	9
<b>Total</b>	<b>100%</b>	<b>81</b>	<b>87</b>	<b>92</b>

\*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; relative municipalities or other third party.

- Ranking of Firms:
1. Jacobs
  2. HTA
  3. ASG

Rating Considerations	Scoring of Firms			
	W E I G H T	Airport Solutions Group, LLC	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.
Comprehension of the Assignment	20%	17	18	17
Clarity of the Proposal	20%	17	17	17
Capacity to Perform in a Timely Manner	20%	18	20	20
Quality & Experience of Project Manager/Team	20%	17	19	19
Previous Performance	10%	7	9	10
Overall Suitability for the Assignment*	10%	9	10	10
<b>Total</b>	<b>100%</b>	<b>85</b>	<b>93</b>	<b>95</b>

\*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; relative municipalities or other third party.

- Ranking of Firms:
1. Jacobs
  2. HTA
  3. ASG

# EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	W E I G H T	Airport Solutions Group, LLC	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.
Comprehension of the Assignment	20%	16	15	15
Clarity of the Proposal	20%	15	11	17
Capacity to Perform in a Timely Manner	20%	18	17	18
Quality & Experience of Project Manager/Team	20%	16	15	19
Previous Performance	10%	6	8	9
Overall Suitability for the Assignment*	10%	7	9	9
<b>Total</b>	<b>100%</b>	<b>73</b>	<b>67</b>	<b>90</b>

\*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; relative municipalities or other third party.

- Ranking of Firms:
1. *JACOBS*
  2. *HTA*
  3. *ASG*

Rating Considerations	Scoring of Firms			
	W E I G H T	Airport Solutions Group, LLC	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.
Comprehension of the Assignment	20%	16	17	18
Clarity of the Proposal	20%	15	15	15
Capacity to Perform in a Timely Manner	20%	17	18	18
Quality & Experience of Project Manager/Team	20%	18	18	19
Previous Performance	10%	7	7	8
Overall Suitability for the Assignment*	10%	6	7	8
<b>Total</b>	<b>100%</b>	<b>79</b>	<b>82</b>	<b>86</b>

\*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; relative municipalities or other third party.

- Ranking of Firms:
1. *JACOBS*
  2. *HTA*
  3. *ASG*

Rating Considerations	Scoring of Firms			
	W E I G H T	Airport Solutions Group, LLC	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.
Comprehension of the Assignment	20%	15	18	18
Clarity of the Proposal	20%	18	15	18
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	18	18	18
Previous Performance	10%	8	9	9
Overall Suitability for the Assignment*	10%	7	8	9
<b>Total</b>	<b>100%</b>	<b>84</b>	<b>89</b>	<b>90</b>

\*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; relative municipalities or other third party.

- Ranking of Firms:
1. *JACOBS Engineering Group, Inc*
  2. *HOYLE, TANNER & ASSOCIATES, INC.*
  3. *Airport Solutions Group, LLC*

Rating Considerations	Scoring of Firms			
	W E I G H T	Airport Solutions Group, LLC	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.
Comprehension of the Assignment	20%	18	17	17
Clarity of the Proposal	20%	16	18	17
Capacity to Perform in a Timely Manner	20%	17	18	18
Quality & Experience of Project Manager/Team	20%	19	17	17
Previous Performance	10%	6	8	9
Overall Suitability for the Assignment*	10%	9	9	8
<b>Total</b>	<b>100%</b>	<b>85</b>	<b>87</b>	<b>86</b>

\*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; relative municipalities or other third party.

- Ranking of Firms:
1. *HTA*
  2. *JACOBS*
  3. *ASG*

# ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

## PART II – GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME Jacobs Engineering Group Inc.			3. YEAR ESTABLISHED 2008 (See Box 8a-8c below)	4. DUNS NUMBER 809215697
2b. STREET 2 Executive Park Drive			5. OWNERSHIP	
2c. CITY Bedford	2d. STATE NH	2e. ZIP CODE 03110	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Robert R. Prud'homme, PE, Senior Project manager			b. SMALL BUSINESS STATUS No	
6b. TELEPHONE NUMBER 603-666-7181		6c. E-MAIL ADDRESS Robert.Prudhomme@jacobs.com		
8a. FORMER FIRM NAME(S) (If any) Edwards and Kelcey, Inc. (Acquired by Jacobs in 2007) Jacobs Engineering Group Inc. (Company Headquarters)			8b. YR. ESTABLISHED 1946 1947	8c. DUNS NUMBER 964892384 074103508
7. NAME OF FIRM (If block 2a is a branch office) Jacobs Engineering Group Inc 155 North Lake Avenue Pasadena, CA 91101			12-10-15	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
08	CADD Technician	241	1	A05	Airports; Nav aids; Airport Lighting; Aircraft	1
12	Civil Engineers	599	9	A06	Airports; Terminals; & Hangars; Freight	4
13	Communications Engineer	13	0	B02	Bridges	2
15	Construction Inspectors	186	2	C12	Communications Systems; TV; Microwave	2
16	Construction Managers	1001	1	C15	Construction Management	1
18	Cost Engineers/Estimators	382	0	D04	Design-Build – Preparation of RFPs	1
20	Economists	25	0	E03	Electrical Studies and Designs	2
	Electrical Engineers	1225	2	E09	Environmental Impact Studies, Assessments	3
	Electronics Engineers	312	0	E10	Environmental & Natural Resource Mapping	1
23	Environmental Engineers	142	2	G01	Garages; Vehicle Maint Facilities; Parking	1
24	Environmental Scientists	129	0	H07	Highways; Streets; Airfield Paving; Parking	5
27	Foundation/Geotechnical Engrs	14	0	I04	Intelligent Transportation Systems	1
29	GIS Specialists	9	0	L06	Lighting (Exteriors; Streets; Memorials; Etc.)	1
42	Mechanical Engineer	1683	0	P05	Planning (Community; Regional; Areawide &	1
47	Planners: Urban/Regional	109	2	P06	Planning (Site, Installation and Project)	1
48	Project Managers	427	0	R03	Railroad and Rapid Transit	1
54	Security Specialist	12	0	R06	Rehabilitation (Buildings; Structures;	1
57	Structural Engineers	728	3	S01	Safety Engineering, Accident Studies; OSHA	1
60	Transportation Engineers	204	1	S05	Soils and Geologic Studies; Foundations	1
61	Value Engineers	7	0	S09	Structural Design; Special	2
	Other Employees	56324	16	S13	Stormwater Handling & Facilities	1
<b>Total</b>		<b>63772*</b>	<b>37*</b>	T03	Traffic & Transportation Engineering	1
				T06	Tunnels & Subways	1

\*Includes employees of subsidiary entities

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

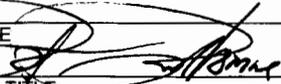
a. Federal Work	1
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

### 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE November 19, 2015
NAME AND TITLE Robert R. Prud'homme, PE, Senior Project Manager	

**STATEWIDE ON-CALL  
AVIATION SYSTEM PLANNING & ENGINEERING SERVICES**

**MASTER AGREEMENT  
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**EXHIBITS**

- A – Scope of Services
- B – Contract Labor Rates
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**ATTACHMENTS**

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS  
CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF  
ENVIRONMENTAL EVALUATIONS
3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
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8. CERTIFICATION OF AUTHORITY / VOTE
9. SIGNATURE PAGE

**STATEWIDE ON-CALL SERVICES  
AVIATION SYSTEM PLANNING & ENGINEERING SERVICES**

**MASTER AGREEMENT  
FOR PROFESSIONAL  
AVIATION SYSTEM PLANNING & ENGINEERING SERVICES**

**PREAMBLE**

THIS AGREEMENT made this 10 day of June 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 Jacobs Engineering Group, Inc., with principal place of business at 2 Executive Park Drive, in the City of Bedford, State of New Hampshire, and hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call aviation system planning and engineering services and support for various aviation projects throughout the STATE. These services are outlined in the CONSULTANT's technical proposal dated April 29, 2016 and hourly rate schedule provided in Exhibit "B" of this AGREEMENT, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

## ARTICLE I

### **ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED**

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

#### **A. DESCRIPTION OF SERVICES**

The types of services required under the terms of this AGREEMENT shall generally include, but are not necessarily limited to the following:

Provide aviation planning and engineering services for various aviation projects or phases of projects that are expected to include, but not be limited to, updating/upgrading pavement maintenance and evaluation program; update or development of software or data for New Hampshire's aviation system database; update for New Hampshire's state aviation system plan or portions thereof; improving New Hampshire aircraft rescue and firefighting training facility; preparing various environmental studies and obstructions studies; and other federally funded projects that may arise as a result of changes to the NHDOT/Bureau of Aeronautics' project priorities and funding capabilities.

#### **B. SCOPE OF WORK**

The scope of work for this master AGREEMENT is set forth in Exhibit "A" attached hereto and incorporated herein by reference. SPECIFIC PROJECT AGREEMENTS will be issued subsequent to this master AGREEMENT as funding for these projects becomes available.

#### **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 (refer to Exhibit "B" attached hereto). 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. The DEPARTMENT will reject any data that does not comply

## ARTICLE I

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 insufficient work.

### **E. TASK ORDERS**

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that will include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT's proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT's proposal by the DEPARTMENT and FAA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT.

### **F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish information and documentation upon request by the CONSULTANT.

### **G. 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 AGREEMENT 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.

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.

## ARTICLE I

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 10<sup>th</sup> day of each month.

### **H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS**

The schedule for submission of all reports, plans, and documents will be determined and outlined in conjunction with each project-specific scope of work and project agreement. Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review.

The CONSULTANT's Licensed Professional Engineer stamp for the State of New Hampshire shall appear on the construction plans, reports, and any other documents, as appropriate, to be submitted to the DEPARTMENT. These stamps shall be those of professional engineers who prepared said plans, reports, or documents, or under whose direct supervisory control they were prepared.

### **I. 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:

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

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

**Computer Aided Design/Drafting (CAD/D) files:** All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version only as it applies to Autodesk's AutoCAD files (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/](http://www.nh.gov/dot/cadd/)). All files submitted must be fully compatible with AutoCAD version 2007 being used by the DEPARTMENT.

## ARTICLE I

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

Word Processing: Microsoft Word 2010 or NHDOT compatible version  
Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version  
Databases: Microsoft Access 2003 or NHDOT compatible version

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

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

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

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

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

**Copies:** The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., AutoCAD (\*.DWG), Microsoft Word (\*.DOCX), Microsoft Excel (\*.XLSX), 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.

### **J. DATE OF COMPLETION**

The date of completion for the professional services rendered under this AGREEMENT is July 1, 2021, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

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

ARTICLE II

**ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES AGREEMENTS**

**A. AGREEMENT GENERAL FEE**

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$500,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$500,000.00 total amount.)

**B. METHOD OF COMPENSATION FOR TASK ORDERS**

The method of compensation for Task Orders issued under this AGREEMENT will either be a **Modified Cost-Plus-Fixed-Fee** (not to exceed) format with method of payment as described in Section C, below, or a **Lump-Sum** format with method of payment as described in Section D, below.

**C. MODIFIED COST-PLUS-FIXED-FEE FORMAT**

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

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

Labor Costs (Sum of negotiated hours x contract labor rates)  
+ Fixed Fee (negotiated amount)  
+ Direct Expenses (estimated amount)  
+ Subconsultant Costs (estimated amount or lump sum)  
= Task Order Cost

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

Direct Labor Rate (\$/hr)  
+ Direct Labor Rate x Overhead Rate (%)  
= Contract Labor Rate (\$/hr) for Base Period (CLRBP)

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)  
CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)\*

\*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for

## ARTICLE II

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

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

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

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$60.00 per hour (including the annual contract adjustment rate) for the life of the Contract. See Exhibit B for a listing of the agreed upon direct labor and Contract Labor Rates for this AGREEMENT. In the event the DEPARTMENT modifies its maximum allowable direct labor rate policy during the course of this contract, the DEPARTMENT, at its discretion, can allow the modified maximum labor rate.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%.
4. **Overhead Factor** - The negotiated overhead factor shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit. The negotiated overhead factor used in this AGREEMENT is listed in Exhibit "B" herein.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or

## ARTICLE II

amended number of hours.

6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** - Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

### **D. LUMP-SUM FORMAT**

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

### **E. SUBCONSULTANT SUPPORTING SERVICES**

The subconsultant firms and their proposed services are included in this AGREEMENT are listed in Exhibit C of this AGREEMENT.

### **F. INVOICING and PAYMENT**

The CONSULTANT shall submit two copies of invoices to the DEPARTMENT containing the following:

- (a) Task Order number, project name and number (if applicable);
- (b) Number, description, and cost of each item being billed (modified cost-plus-fixed-fee format);
- (c) Quantity delivered/Percentage completed this billing period of each item being billed;
- (d) Amount due for each item being billed (modified cost-plus-fixed-fee format);
- (e) Invoice amount/Total due
- (f) Amount billed through this invoice (contract cumulative)
- (g) Percentage of contract complete

## ARTICLE II

The DEPARTMENT will compensate the CONSULTANT the amount agreed to for said Task Order upon the satisfactory completion and acceptance of the work. Payments will be made upon approval of the submittals/deliverables by the DEPARTMENT. The CONSULTANT may request partial payment for each separate Task Order, provided that no successive request for partial payment is submitted closer than 28 days. A progress report, a proper invoice, and, if requested by the DEPARTMENT, a copy of the plans and other supporting data, shall be submitted with each request for partial payment. A progress report shall be prepared and submitted by the CONSULTANT every thirty (30) days with each invoice requesting a partial payment for all Task Orders that exceed 60 days in length. The fixed fee invoiced amounts for a modified cost-plus-fixed-fee format Task Order shall be based upon the overall percentage complete of the Task Order scope of work as approved by the DEPARTMENT. Upon satisfactory completion and acceptance of the work for each individual Task Order, the CONSULTANT may submit a proper invoice to request final payment.

### **G. RECORDS - REPORTS**

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

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

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

## ARTICLE III

### ARTICLE III - GENERAL PROVISIONS

#### A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with this AGREEMENT including the recording and filing of surveys and plans, enter into all necessary agreements with railroads, public entities, municipalities, agencies of the federal government or others.

#### B. CONTRACT PROPOSALS

After the CONSULTANT has furnished to the DEPARTMENT contract drawings, special provisions, specifications, and estimate of quantities and unit cost by items, the DEPARTMENT will prepare the documents for receipt of proposals from construction contractors and for execution of a construction contract or contracts.

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**ARTICLE IV - STANDARD PROVISIONS**

**A. STANDARD SPECIFICATIONS**

The CONSULTANT agrees to follow the provisions of the advisory circulars listed in the current FAA Advisory Circulars for Airport Improvement Projects dated December 31, 2015, 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 FAA - 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 Aviation Administration, United States Department of Transportation, at such time or times as the STATE or Federal Aviation Administration deems appropriate.

The location of the CONSULTANT'S office where the work will be available for inspection by STATE and FAA representatives is 2 Executive Park Drive, Bedford, New Hampshire, 03110

It is further mutually agreed that any party, including the duly-authorized representatives of the FAA, 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 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

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

**D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS**

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

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

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

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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.

**G. SUBLETTING**

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant." For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland

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evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT's files.

**H. GENERAL COMPLIANCE WITH LAWS, ETC.**

The CONSULTANT shall comply with all Federal, STATE, and local laws and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad, and utility agencies whose facilities and services may be affected by the construction of the proposed projects. 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 AGREEMENT, 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 AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to annul this AGREEMENT without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**J. CONTRACTUAL RELATIONS**

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

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b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting 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

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AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public, or any member thereof, a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The duties, obligations, and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No 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 complied with, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

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

**COMPLIANCE**

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

- (1) Compliance with Regulations: The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when

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the AGREEMENT covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- (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 Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- (4) Information and Reports: The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Aviation 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) cancelling, terminating or suspending 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 Aviation 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

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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 Acts, Regulations, and directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the DEPARTMENT to enter into any litigation to protect the interests of the DEPARTMENT. In addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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

**N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS**

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONSULTANTS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or

**ARTICLE IV**  
(Revised 03/24/10)

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.
4. Contract Assurance (§26.13). The CONSULTANT or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the DEPARTMENT deems appropriate.
5. Prompt Payment (§26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than forty-five (45) days from the receipt of each payment the prime contractor receives from DEPARTMENT. The prime contractor agrees further to return retainage payments to each subcontractor within forty-five (45) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the DEPARTMENT. This clause applies to both DBE and non-DBE subcontractors.

**O. DOCUMENTATION**

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Aviation 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 \$150,000, the CONSULTANT or subconsultant agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The CONSULTANT agrees to report any violation to the DEPARTMENT immediately upon discovery. The DEPARTMENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

**ARTICLE IV**  
(Revised 03/24/10)

**Q. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**

The CONSULTANT assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the DEPARTMENT or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the DEPARTMENT or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**R. RIGHTS TO INVENTIONS.**

All rights to inventions and materials generated under this AGREEMENT are subject to regulations issued by the FAA and the DEPARTMENT.

**S. TRADE RESTRICTION CLAUSE**

The CONSULTANT or its subconsultants, by submission of an offer and/or execution of this AGREEMENT, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the U.S. Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify

**ARTICLE IV**  
(Revised 03/24/10)

to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the DEPARTMENT, cancellation of the AGREEMENT at no cost to the Government.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the DEPARTMENT if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONSULTANT or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the DEPARTMENT, cancellation of the AGREEMENT or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

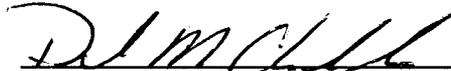


**CONSULTANT DISCLOSURE STATEMENT  
FOR PREPARATION OF  
ENVIRONMENTAL EVALUATIONS**

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.

16 June 2016  
(Date)

  
(Signature)

David M. Chamberlain  
CONSULTANT: Jacobs Engineering Group, Inc.



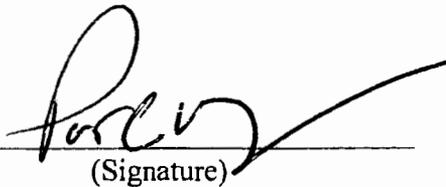
**CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION**

I hereby certify that I am the Director of the Division of Aeronautics, Rail, & Transit 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 AGREEMENT, to:

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

except as here expressly stated (if any):

8/26/16  
(Date)

  
(Signature)

Patrick C. Herlihy  
(Name)

**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.

16 JUNE 2016  
(Date)

DMC  
(Signature)

David M. Chamberlain

CONSULTANT TO INSERT HERE:

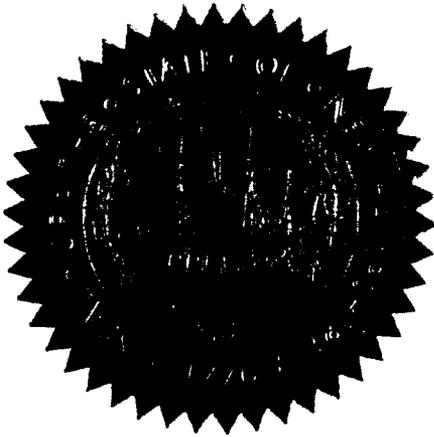
STATE OF NEW HAMPSHIRE CERTIFICATE OF AUTHORITY TO DO BUSINESS IN NEW

HAMPSHIRE (a.k.a., Certificate of Good Standing)

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 JACOBS ENGINEERING GROUP INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 30, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7<sup>th</sup> day of July, A.D. 2016

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

William M. Gardner  
Secretary of State

CONSULTANT TO INSERT HERE:

INSURANCE CERTIFICATE(S)

- *General Liability Insurance*
- *Automobile Insurance*
- *Professional Liability Insurance*
- *Workers' Compensation and Employer Liability Insurance*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/08/2016

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).

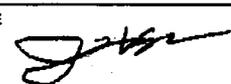
PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@internal.jacobs.com 777 S. Figueroa Street  Los Angeles, CA 90017-5822	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): 1-212-948-1306																					
INSURED Jacobs Engineering Group Inc.  155 North Lake Avenue, 9th Floor  Pasadena, CA 91101	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>ACE AMER INS CO</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE AMER INS CO	22667	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**                      **CERTIFICATE NUMBER: 47350885**                      **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G27853766	07/01/16	07/01/17	EACH OCCURRENCE \$ 250,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 250,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 250,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA H09042398	07/01/16	07/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	SCF C48605291 (WI)	07/01/16	07/01/17	<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	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY "CLAIMS MADE"		N/A	WLR C48605254 (AOS)	07/01/16	07/01/17	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A				EON G21655065 007	07/01/16	07/01/17	PER CLAIM/PER AGG 2,000,000 AGGREGATE DEFENSE INCLUDED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 PROJECT MGR: John Gorham. CONTRACT MGR: Michael Perry. RE: Master Agreement for Professional Aviation System Planning & Engineering Services. CONTRACT END DATE: 7/1/2021. SECTOR: Public. \*\$2,250,000 SIR for states of: LA, OH, TX. State of New Hampshire Department of Transportation is added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Deductible of \$75,000 included for Professional Liability. \*THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.\*

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Transportation  John O. Morton Building Hazen Drive Concord, NH 03302-0483  USA	<b>CANCELLATION</b>  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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**CANCELLATION – NOTICE TO ADDITIONAL INTERESTS**

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 100
Policy Symbol HDO	Policy Number G27853766	Policy Period 07/01/2016 to 07/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

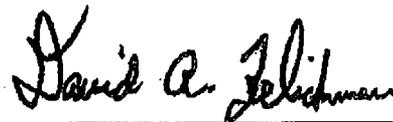
**Commercial General Liability Coverage Form  
Excess Commercial General Liability Policy**

In the event that we cancel the policy, we agree to mail to the additional interests set forth in the Schedule below 10 days advance notice if the cancellation is for nonpayment of premium and 30 days advance notice if the cancellation is for a legally permissible reason other than nonpayment of premium.

Schedule:

Name: The State of New Hampshire Department of Transportation  
Address: John O. Morton building 7, Hazen Drive, Concord, NH 03302-0483

Name:  
Address:



Authorized Agent

**AMENDMENT OF CANCELLATION PROVISIONS --  
NOTICE TO ADDITIONAL INTEREST (S)**

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 45
Policy Symbol ISA	Policy Number H09042398	Policy Period 07/01/2016 TO 07/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
TRUCKERS COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

**SCHEDULE**

**Number of days advance notice: 30**

**Name:** State of New Hampshire, Department of Transportation

**Address** 7 Hazen Drive, Concord, NH 03302

**Name:**

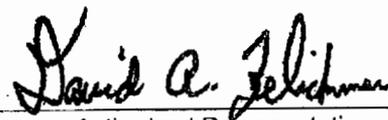
**Address**

**Name:**

**Address**

**Name:**

**Address**

  
Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured JACOBS ENGINEERING GROUP, INC. 155 NORTH LAKE AVENUE PASADENA CA 91101	Endorsement Number
	Policy Number Symbol: WLR Number: C48605254
Policy Period 07-01-2016 TO 07-01-2017	Effective Date of Endorsement 07-01-2016
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**THIS ENDORSEMENT CHANGES THE POLICY OF INSURANCE.**

**PLEASE READ IT CAREFULLY.**

**PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY**

This endorsement modifies insurance provided under the following:

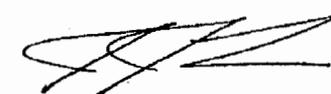
**A. Schedule\***

Entity	No. Of Days
All entities or persons holding certificates of insurance reflecting the policy	<u>10</u> for nonpayment of premium
STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, 7 HAZEN DRIVE,	<u>30</u> for all other reasons CONCORD, NH 03302
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

**B. Provisions**

If this insurance is terminated or cancelled, whether at your request or ours, we will provide the entity shown in the Schedule with prior written notice of such termination or cancellation within the number of days shown in the Schedule, above.

All other terms, conditions and exclusions of this Policy remain unchanged.



Authorized Agent

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured <b>Jacobs Engineering Group Inc.</b>			Endorsement Number <b>34</b>
Policy Symbol <b>EON</b>	Policy Number <b>G21655065 007</b>	Policy Period <b>07/01/2016 to 07/01/2017</b>	Effective Date of Endorsement <b>07/01/2016</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

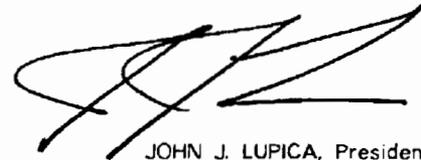
**TERMINATION AMENDED ENDORSEMENT**

It is agreed that Section X, Notice, is amended by adding the following to subsection C:

Notwithstanding anything in the foregoing to the contrary, in event the **Insurer** cancels this **Policy** (except with respect to cancellation for nonpayment of premium), the **Insurer** agrees to mail written notice 30 days prior to the effective date of such cancellation to:

New Hampshire Department of Transportation  
John O Morton Building  
7 Hazen Drive  
P.O. Box 483  
Concord, NH 03002-0483

All other terms and conditions of this **Policy** remain unchanged.



JOHN J. LUPICA, President

---

Authorized Representative

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
07/08/2016

NAME OF INSURED: Jacobs Engineering Group Inc.

CONSULTANT TO INSERT HERE:

CORPORATE RESOLUTION OF AUTHORITY TO SIGN CONTRACTS/AGREEMENTS

## CERTIFICATE OF AUTHORITY

I, Brian Scher, do certify that I am the Assistant Secretary of Jacobs Engineering Group Inc., a corporation duly organized under the laws of the State of Delaware, in the united State of America (the "Company"). I do further certify that David M. Chamberlain is an Operations Manager of the Company and is duly authorized by the By-Laws, Articles of Incorporation, general resolutions and other authority of the Company to execute and deliver for on behalf of the Company, for this Statewide On-Call Aviation Systems Planning & Engineering Services contract. I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the Corporate Seal of the Company on this 16<sup>th</sup> day of June 2016.



---

Brian Scher  
Assistant Secretary

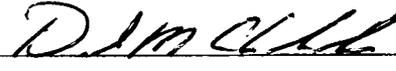
IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

(SEAL)

**Consultant**

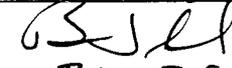
WITNESS TO JACOBS ENGINEERING GROUP, INC.      JACOBS ENGINEERING GROUP, INC.

By:   
Michael R. Perry

By:   
David M. Chamberlain  
Manager  
(TITLE)

Dated: 16 June 2016

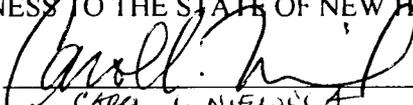
Dated: 16 June 2016

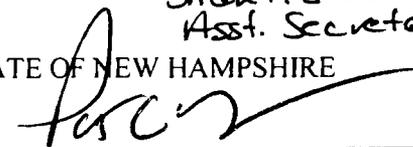
Attest:   
Brian T. Seher  
Asst. Secretary

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By:   
CAROL L. NIFELD  
SR. AVIATION PLANNER

By:   
PATRICK C. HERLIHY  
Director  
DOT COMMISSIONER  
Director

Dated: 8/26/16

Dated: 8/26/16

**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: 9/14/16

By:   
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



# **EXHIBIT A**

## SCOPE OF SERVICES

ARTICLE IV

EXHIBIT A  
SCOPE OF SERVICES

**New Hampshire Statewide  
Aviation System Planning & Engineering Services  
May 17, 2013**

One (1) five-year on-call aviation planning and engineering service contract for various aviation projects located throughout the state. Anticipated service needs have yet to be further refined, but could consist of the following:

- (1) a continuation of the existing pavement maintenance and evaluation program at the nine general-aviation airports in the NPIAS program,
- (2) an implementation of the recommendations from the New Hampshire State Aviation System Plan,
- (3) update or development of the software for the state aviation system database,
- (4) aircraft rescue and firefighting facility or system improvements,
- (5) various environmental studies serving the needs of New Hampshire's NPIAS airports,
- (6) obstruction evaluations or airport airspace analyses or construction documentation serving the needs of New Hampshire's NPIAS airports,
- (7) any additional federally funded aviation projects that may arise as a result of changes to NHDOT/Bureau of Aeronautics' project priorities and funding capabilities
- (8) technical writing assignments that may include preparation of reports, specifications, procedures, etc., and/or
- (9) assist the Department in the public involvement process.

These projects may be accomplished during the course of several grant projects during the stated five-year period. NHDOT reserves the right to initiate additional procurement actions for any of the services included in this AGREEMENT. Some background data on the existing New Hampshire State Aviation System Plan and other information about NHDOT/Bureau of Aeronautics can be found at:

<http://www.nh.gov/dot/org/aerorailtransit/aeronautics/index.htm>

**ARTICLE IV**

**EXHIBIT B**

CONTRACT LABOR RATES

## Chamberlain, Dave

---

**From:** Chamberlain, Dave  
**Sent:** Thursday, July 21, 2016 3:10 PM  
**To:** Carol Niewola  
**Cc:** Tricia Lambert; Gorham, John (John.Gorham@jacobs.com); Chamberlain, Dave (Dave.Chamberlain@jacobs.com)  
**Subject:** NHDOT - Statewide Oncall Aviation Planning and Engineering Service Agreement - Contract Labor Rates and OH - Revised  
**Attachments:** Jacobs DCMA FY2016 Billing Rates 7-12-16 Redacted BIA Only.pdf; Organizational structure of Jacobs Engineering Group Inc\_Rev3.pdf; NHDOT Statewide Aviation Services - Jacobs Labor classification table-072116.pdf  
**Importance:** High

Good afternoon Carol,

As discussed earlier today attached for your review and approval are the revised proposed labor rates for the NHDOT Statewide Oncall Aviation Planning and Engineering Service Agreement, and the supporting documentation for our recent overhead rate.

Please don't hesitate to contact me should you have any questions or require additional information.

Thanks

Dave

David M. Chamberlain, PE  
Jacobs  
NE Division Manager | Aviation  
617.242.9222  
617.242.9824 fax  
603.493.6035 cell  
[dave.chamberlain@jacobs.com](mailto:dave.chamberlain@jacobs.com)

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July 21, 2016

Ms. Carol Niewola, PE, CM  
Senior Aviation Planner  
7 Hazen Drive  
PO Box 483  
Concord, NH 03302-0483

Dear Ms. Niewola:

Our letter dated June 23, 2016 contained inaccurate information regarding our DCMA rate approval letter, this letter removes that information and includes more current information that has just recently become available.

We'd like to share some recent events that have an impact to our indirect rates. Jacobs Engineering Group Inc. recently announced a new corporate leadership structure organized around four global lines of business (LOB): Aerospace & Technology, Buildings & Infrastructure (B&I), Petroleum & Chemicals, and Industrial. The restructuring is designed to better serve the needs of our global client base, leverage our workforce and provide growth opportunities across the business.

As a result, effective January 2, 2016 Jacobs combined the North American Infrastructure (NAI) and Global Buildings North America (GBNA) Design business units into a new business unit renamed Buildings & Infrastructure Americas (B&IA) Design.

NAI operated as a separate business unit for the 1<sup>st</sup> quarter of FY16; October 3, 2015 through January 1, 2016. However, beginning in 2<sup>nd</sup> quarter FY16 (January 2, 2016) NAI management and operations were rolled into B&IA Design. As a result of the realignment B&IA Design will receive an allocation of costs from Jacobs B&IA Intermediate Home Office (IHO) Expense Pool, which is allocated based on total B&IA (Design and PMCM) professional service and field staff direct labor dollars (including premiums).

The new B&IA Design business unit's exempt employee's record all hours worked including any authorized uncompensated overtime. B&IA also treats certain activities related to its Manager of Projects and Project Controls functions as indirect; different from its predecessors NAI & GBNA Design during FY 15. These changes will increase the beneficial and or causal relationship of assigning these activities to cost objectives and better align B&IA's charging practices with its public sector clients' expectations. Note, these accounting changes are expected to exert upward pressure on the FY16 Indirect Rates and we recommend the FY16 B&IA projected rates be used for pricing new work.

The applicable audited indirect rates for FY15 for NAI and GBNA Design are:

**FY15 NAI Audited Rates**

At-Office 103.61%  
At-Site 82.22%

**FY15 GBNA – Design Audited Rates**

At-Office 103.29%  
At-Site 79.56%



Ms. Carol Niewola, PE, CM

The Defense Contract Management Agency (DCMA) has issued the FY16 Provisional Indirect Billing Rates for Buildings & Infrastructure Americas (B&I) Design, effective July 12, 2016 (copy attached).

Therefore, since the indirect rates and operations for these two business units are very similar and as a result of these recent changes we combined the pools and bases and then computed the B&I business unit FY16 projections for FAR-based pricing as shown below:

**FY16 B&I Projection**

At-Office 109.28%

At-Site 87.54%

I am also attaching an updated Salary Roster for Jacobs Engineering Group, Inc. that uses the indirect rate of 109.28%, a \$60.00/hour direct labor rate cap, and a 3.0% yearly escalation rate for the last four (4) years of the contract.

Please contact me if you have any questions concerning our rates at 617.532.4275 or [dave.chamberlain@jacobs.com](mailto:dave.chamberlain@jacobs.com).

Sincerely,

David M.  
Chamberlain

Digitally signed by David M. Chamberlain  
DN: cn=David M. Chamberlain, o=Jacobs  
Engineering Group Inc., ou=NAI - New  
England,  
email=dave.chamberlain@jacobs.com,  
c=US  
Date: 2016.07.21 15:00:26 -0400

David M. Chamberlain, PE  
Project Principal

copies to : John Gorham, PE (Jacobs)

Attachments: Jacobs DCMA FY2016 Billing Rates 7-12-16 Redacted BIA Only.pdf

Salary Roster, Jacobs Engineering Group Inc., dated July 21, 2016



**DEFENSE CONTRACT MANAGEMENT AGENCY  
 COST AND PRICING CENTER  
 Corporate/Divisional Administrative Contracting Officer Group  
 DCMA-AQKDN  
 18901 S. Wilmington Avenue  
 Carson, California 90746**

DCMA-AQKDN

July 12, 2016

Mr. Jeff Goldfarb  
 Senior Vice President and Controller  
 Jacobs Engineering Group Inc.  
 155 North Lake Avenue  
 Pasadena, CA 91101

Subject: Revised FY 2016 Provisional/Interim Billing Rates for Jacobs Engineering Group Inc.

Dear Mr. Goldfarb:

The purpose of this letter is to revise Jacobs Engineering Group's FY 2016 Provisional/Interim Billing Rates reflecting Jacobs Engineering Group's internal lines of business realignment to four business segments, effective January 2, 2016. These four business segments are Federal Operations, Building & Infrastructure Americas (B&IA) Design, B&IA PMCM and Private Sector Operations. The previous North America Infrastructure (NAI) and Leighfisher segments are merged into a newly established B&IA Design segment.

The previous FY 2016 provisional/interim billing rates, dated November 10, 2015, are superseded by the following revised rates:

<b>Jacobs Engineering Group Inc. FY 2016 Provisional Billing Rates</b>		
<b>Business Segment</b>	<b>Rate Category</b>	<b>Provisional Billing Rates</b>
B&IA Design	<i>At-Site</i>	60.91%
	<i>At-Office</i>	82.65%
Fringe Benefit Rate		26.63%

B&IA Design	At-Site + Fringe	87.54%
	At-Office + Fringe	109.28%

Subject: Revised FY 2016 Provisional/Interim Billing Rates for Jacobs Engineering Group Inc.

Please use the above rates immediately to bill the costs incurred during Jacobs Engineering Group Inc.'s FY 2016 (from October 3, 2015 to September 30, 2016) for the Government cost reimbursement contracts until superseded by the CACO or the negotiated final rates are established.

FAR 42.704 requires the contracting officer who is responsible for establishing the final indirect cost rates also determines the billing rates. It requires the contracting officer to establish billing rates on the basis of information resulting from recent review, previous rate audits or experience, or similar reliable data or experience of other contracting activities. It also requires that the contracting officer should ensure the billing rates to reflect as close as possible to the final indirect cost rates anticipated for the contractor's fiscal year, as adjusted for any unallowable costs.

These billing rates are not the final rates and may be revised in the future if the Government discovers any issues that may significantly impact these rates.

Should you have any questions or need additional information, please contact Ms. Thuy Nguyen, Cost Monitor at (310) 900-6571, thuy.nguyen@dcma.mil, or the undersigned at (310) 900-6644, grace.kim@dcma.mil.

KIM.GRACE.I.1231456542

Digitally signed by KIM.GRACE.I.1231456542  
DN: cn=US, o=U.S. Government, ou=DoD, ou=PKI, ou=DCMA,  
cn=KIM.GRACE.I.1231456542  
Date: 2016.07.12 12:06:00 -0700

GRACE I. KIM  
Corporate Administrative Contracting Officer  
DCMA Cost and Pricing Center

cc: Cherie Kechour, DCAA Pasadena Branch Manager

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
 Statewide Aviation On-Call Services  
 Jacobs Engineering Group Inc.  
 Salary Roster  
 July 21, 2016

Employee	Employee Classification	Direct Labor Rate	Average Labor Rate	109.28% Overhead & Burden	Total Hourly Wage Base Period	Total Hourly Wage Rate Contract Period 2 *	Total Hourly Wage Rate Contract Period 3 *	Total Hourly Wage Rate Contract Period 4 *	Total Hourly Wage Rate Contract Period 5 *
<b>Project Principal</b>									
Chamberlain, David	Project Principal	\$ 60.00	\$ 60.00	\$ 65.57	\$ 125.57	\$ 125.57	\$ 125.57	\$ 125.57	\$ 125.57
<b>Project Manager</b>									
Gorham, John	Project Manager	\$ 59.58	\$ 59.58	\$ 65.11	\$ 124.69	\$ 125.57	\$ 125.57	\$ 125.57	\$ 125.57
<b>Senior Engineer</b>									
Homiak, Jason	Sr. Civil Engineer	\$ 46.00	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Tiney, Sean	Sr. Civil Engineer	\$ 43.24	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Dubois, Jeff	Sr. Civil Engineer	\$ 60.00	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Wilson, John	Sr. Structural Engineer	\$ 59.77	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Murphy, James	Sr. Civil Engineer	\$ 49.52	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
McDonald, James	Senior Electrical Engineer	\$ 60.00	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
McCabe, Kenneth	Sr. Mechanical Engineer	\$ 60.00	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Durante, Jared	Sr. Systems Engineer	\$ 45.94	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Gilks, Steven	Sr. Systems Engineer	\$ 60.00	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Baptiste, Irvin	Sr. Civil Engineer	\$ 44.15	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Amorelli, Derek	Sr. Civil Engineer	\$ 47.43	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
Fiecchia, Steven	Sr. Civil Engineer	\$ 60.00	\$ 53.00	\$ 57.92	\$ 110.93	\$ 114.25	\$ 117.68	\$ 121.21	\$ 124.85
<b>Engineer</b>									
Seaman, Aaron	Civil Engineer	\$ 36.06	\$ 36.76	\$ 40.17	\$ 76.93	\$ 79.24	\$ 81.62	\$ 84.07	\$ 86.59
Wall, Alison	Structural Engineer	\$ 37.14	\$ 36.76	\$ 40.17	\$ 76.93	\$ 79.24	\$ 81.62	\$ 84.07	\$ 86.59
Pellitier, John	Civil Engineer	\$ 30.21	\$ 36.76	\$ 40.17	\$ 76.93	\$ 79.24	\$ 81.62	\$ 84.07	\$ 86.59
Hehir, John	Civil Engineer	\$ 30.21	\$ 36.76	\$ 40.17	\$ 76.93	\$ 79.24	\$ 81.62	\$ 84.07	\$ 86.59
Buzinski, Tim	Civil Engineer	\$ 40.00	\$ 36.76	\$ 40.17	\$ 76.93	\$ 79.24	\$ 81.62	\$ 84.07	\$ 86.59
Jickey, Jonathan	Electrical Engineer	\$ 37.77	\$ 36.76	\$ 40.17	\$ 76.93	\$ 79.24	\$ 81.62	\$ 84.07	\$ 86.59
Beikes, Ryan	Electrical Engineer	\$ 42.99	\$ 36.76	\$ 40.17	\$ 76.93	\$ 79.24	\$ 81.62	\$ 84.07	\$ 86.59
Scenna, Alyssa	Geotechnical Engineer	\$ 39.70	\$ 36.76	\$ 40.17	\$ 76.93	\$ 79.24	\$ 81.62	\$ 84.07	\$ 86.59
<b>Senior CAD Professional</b>									
Agri, Steven	Senior CAD Professional	\$ 47.51	\$ 47.51	\$ 51.92	\$ 99.43	\$ 102.41	\$ 105.48	\$ 108.65	\$ 111.91
<b>CAD Professional</b>									
Gunn, Susan	CAD Professional	\$ 35.58	\$ 34.35	\$ 37.53	\$ 71.88	\$ 74.04	\$ 76.26	\$ 78.54	\$ 80.90
Tejeda, Novel	CAD Professional	\$ 33.11	\$ 34.35	\$ 37.53	\$ 71.88	\$ 74.04	\$ 76.26	\$ 78.54	\$ 80.90
<b>Senior Aviation Planner</b>									
Marsden, Heath	Sr. Aviation Planner	\$ 48.69	\$ 54.35	\$ 59.39	\$ 113.73	\$ 117.15	\$ 120.66	\$ 124.28	\$ 125.57
Richardson, William	Sr. Aviation Planner	\$ 60.00	\$ 54.35	\$ 59.39	\$ 113.73	\$ 117.15	\$ 120.66	\$ 124.28	\$ 125.57
<b>Aviation Planner</b>									
Plante, Tanya	Aviation Planner	\$ 25.00	\$ 25.00	\$ 27.32	\$ 52.32	\$ 53.89	\$ 55.51	\$ 57.17	\$ 58.89
Drouin, Morgan	Aviation Planner	\$ 25.00	\$ 25.00	\$ 27.32	\$ 52.32	\$ 53.89	\$ 55.51	\$ 57.17	\$ 58.89
<b>Administrator</b>									
Jalbert, Jessica	Administrator	\$ 16.00	\$ 16.00	\$ 17.48	\$ 33.48	\$ 34.49	\$ 35.52	\$ 36.59	\$ 37.69

\* Note: The Total Hourly Wage Rate for Contract Periods 2, 3, 4, and 5 are based on a 3.00% Annual Contract Adjustment Rate, capped at a maximum Direct Hourly Rate of \$60.00

**ARTICLE IV**

**EXHIBIT C**

**SUBCONSULTANT SUPPORTING SERVICES**

ARTICLE IV

*[CONSULTANT WILL COMPLETE THIS FORM*

*OR*

*REPLACE PAGE WITH SIMILAR LANGUAGE FORM.]*

**EXHIBIT C  
SUBCONSULTANT SUPPORTING SERVICES**

<b>Subconsultant Firm Name</b>	<b>Type of Services Proposed to be Provided</b>
Preservation Company	Historical Research
Independent Archeology Consult.	Archeological Investigations
Applied Pavement Technology	Pavement Inspection
Normandeau Associates, Inc.	Environmental
Morris Communications	Public Outreach
GCR Inc.	Airport IQ Software

Gas Training & Development LLC      Gas Delivery Engineering

If no subconsultant services are anticipated, please check the box below:

- Subconsultant Supporting Services were not anticipated during negotiations for this AGREEMENT.

The above subconsultants are from Jacobs statement of qualifications, dated 4.29.16. Additional subconsultants maybe required when scope of work for each task order is defined.