



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Environment
December 16, 2013

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 two individual Agreements with the firms of Harris Miller Miller and Hanson, Inc., Burlington, MA, Vendor #256727; and Vanasse Hangen Brustlin, Inc., Bedford, NH, Vendor #174584 for an amount not to exceed \$400,000.00 each, for air quality and noise related engineering services for various projects located throughout the State, effective upon Governor and Council approval through February 28, 2017.

Funding is available as follows for FY 2014 and FY 2015, and is contingent upon the availability and continued appropriation of funds in FY 2016 and FY 2017:

Table with 5 columns: Account Number, FY 2014, FY 2015, FY 2016, FY 2017. Row 1: 04-096-96-963515-3054 Consolidated Federal Aid. Row 2: 046-500464 Gen Consultants Non-Benefit. Values: \$300,000, \$200,000, \$200,000, \$100,000.

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

EXPLANATION

The Department requires on-call engineering and technical consulting services to conduct transportation related project level air quality and/or noise impact studies for Department projects at various locations throughout the State, including conducting field noise measurements, traffic volume and movement data collection, survey, air quality and noise modeling, impact evaluation and abatement assessments, and public outreach efforts.

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 two (2) Statewide On-Call Air Quality and Noise Service contracts. The assignment was listed as a 'Project Soliciting for Interest' on the Department's website on February 19, 2013, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on April 25, 2013 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, four shortlisted firms were notified on June 10, 2013 through a technical 'Request For Proposal' (RFP). Committee members individually rated the firms' technical proposals on August 8, 2013 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. The individual rankings were then totaled to provide an overall ranking of the four firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval.

Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the two (2) highest-ranking firms were asked to submit a fee proposal for negotiations.

The long list of ten (10) consultant firms that were considered for this assignment, with the four short-listed firms shown in bold, is as follows:

Consultant Firm

AMEC Environment & Infrastructure

The Louis Berger Group, Inc.

CDM Smith, Inc.

Epsilon Associates, Inc.

Harris Miller Miller & Hanson, Inc.

McFarland-Johnson, Inc.

Parsons Brinkerhoff, Inc.

Resource Systems Group, Inc.

URS Corporation

Vanasse Hangen Brustlin, Inc.

Office Location

Portland, ME

Manchester, NH

Manchester, NH

Maynard, MA

Burlington, MA

Concord, NH

Manchester, NH

Concord, NH

Salem, NH

Bedford, NH

The firms of Harris Miller Miller & Hanson, Inc. and Vanasse Hangen Brustlin, Inc. have been recommended for the two (2) contracts. These firms have excellent reputations and have demonstrated their capability to perform the required services. Background information on these firms is attached.

Harris Miller Miller & Hanson, Inc. and Vanasse Hangen Brustlin, Inc. have agreed to furnish the on-call services for an amount not to exceed \$400,000.00 for each contract. The cost for individual Task Orders assigned under this contract will be negotiated, and use a modified cost plus fixed fee or lump sum method of compensation, and 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.

These Agreements (Statewide On-Call Air Quality & Noise Services) have 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 Agreements 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 two Agreements for consulting services as outlined above.

Sincerely,



Christopher D. Clement, Sr.
Commissioner

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)
NH DOT Consultant Prequalification

PART II - GENERAL QUALIFICATIONS

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

2a. BRANCH OFFICE NAME Harris Miller Miller & Hanson Inc.		3. YEAR ESTABLISHED 1981	4. DUNS NUMBER 01-835-2641
2b. STREET 77 South Bedford Street		5. OWNERSHIP a. TYPE Corporation 3-14-13	
2c. CITY Burlington	2d. STATE MA	2e. ZIP CODE 01803	b. SMALL BUSINESS STATUS NAICS 541330 - small
6a. POINT OF CONTACT NAME AND TITLE Christopher Menge, Senior Vice President		7. NAME OF FIRM (If block 2a is a branch office) N/A	
6b. TELEPHONE NUMBER (781) 229-0707	6c. E-MAIL ADDRESS cmenge@hmmh.com		
8a. FORMER FIRM NAME(S) (if any) Harris Miller Miller Inc.		8b. YR ESTABLISHED 1981	8c. DUNS NUMBER 01-835-2641

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			
01	Acoustical Engineer	21		A01	Acoustics/Noise Abatement	5
02	Administrative	10		A04	Air Pollution Control	1
14	Computer Programmer	4		C13	Computer Facilities/Computer Services	2
	GIS Specialist	1		E07	Energy Conservation; New Energy Sources	1
	Airport/Airspace Planning	5		E09	Environmental Impact Studies, Assessments, and Statements	5
24	Environmental Scientist	1			Program Management	3
	Air Quality Specialist	3				
	Other Employees					
Total		45				

Listed 1-13-05 NOIS

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

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

SIGNATURE <i>Mary E Eagan</i>	b. DATE February 27, 2013
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NAME AND TITLE
Mary Ellen Eagan, President

ARCHITECT – ENGINEER QUALIFICATIONS

U.S. GOVERNMENT PRINTING OFFICE: 2011

PART II – GENERAL QUALIFICATIONS

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

1. FIRM (OR BRANCH OFFICE) NAME Vanasse Hangen Brustlin, Inc (VHB)/Bedford, NH			3. YEAR ESTABLISHED 1987	4. DUNS NUMBER 61-521-0440
2b. STREET 6 Bedford Farms Drive, Suite 607			5. OWNERSHIP	
2c. CITY Bedford	2d. STATE NH	2e. ZIP CODE 03110-6532	a. TYPE Corporation 1-24-13	
6a. POINT OF CONTACT NAME AND TITLE Martin F. Kennedy, PE, Senior Principal, Regional Manager- Northern New England			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER (603) 391-3902		6c. E-MAIL ADDRESS mkennedy@vhb.com		7. NAME OF FIRM (If block 2a is a branch office) Vanasse Hangen Brustlin, Inc. (VHB)
8a. FORMER FIRM NAME(S) (If any) Vanasse/Hangen Design, Inc., 1978 Vanasse/Hangen Associates, Inc. 1979 Vanasse/Hangen Engineering, Inc. 1986			8b. YR. ESTABLISHED 1979	8c. DUNS NUMBER 09-587-4384
Vanasse/Hangen, Inc. 1986 Vanasse Hangen Brustlin, Inc. 1989				

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	129	4	B02	Bridges	6
08	CADD Technician	42	4	C15	Construction Management	5
12	Civil Engineer	155	10	E01	Ecol. & Archeological Investigations	5
13	Communications Engineer	3	1	E09	EIS, EIA, Env. Impact Statements	7
15	Construction Inspector	4	1	G01	Garages; Veh. Maint. Facil.; Parking	6
9	Ecologist	4	1	G04	GIS: Develop., Analysis, Data Collect.	5
4	Environmental Scientist	58	4	H07	Highways; Streets; Airfield; Parking	8
29	GIS Specialist	9	1	I04	Intelligent Transportation Systems	5
38	Land Surveyor	43	2	L02	Land Surveying	6
39	Landscape Architect	10	1	L03	Landscape Architecture	6
48	Project Manager	82	7	R03	Railroad; Rapid Transit	8
57	Structural Engineer	42	9	R06	Rehab. (Buildings; Structures, etc.)	5
60	Transportation Engineer	141	13	S09	Structural Design; Spec. Structures	5
				S10	Survey; Mapping; Flood Pl. Studies	5
	Other	143	0	S11	Sustainable Design	6
	Total	865	58	T03	Traffic & Transportation Engineering	7
				W02	Water Res.; Hydrology; Ground Water	4
				P06	Planning (Site, Install., Project)	6
				Other		10

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE  E AND TITLE Martin F. Kennedy, PE, Senior Principal, Regional Manager- Northern New England	b. DATE December 11, 2012
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PROJECT: Statewide On-Call Air Quality and Noise Services

DESCRIPTION: Two (2) Statewide On-Call Agreements, anticipated at \$400,000 each over a three-year term, are needed to conduct transportation related project level air quality and/or noise impact studies for Departmental projects at various locations throughout the State

Services Required: AIR, NOIS, TRAF, SURV, STRC

SUMMARY

Harris Miller Miller & Hanson, Inc.	2	2	2	2	2				10
McFarland-Johnson, Inc.	3	4	3	3	4				17
Parsons Brinckerhoff, Inc.	4	3	4	4	3				18
Vanasse, Hangen Brustlin, Inc.	1	1	1	1	1				5

Rating Considerations	W E I G H T	Scoring of Firms			
		Harris Miller Miller & Hanson, Inc.	McFarland-Johnson, Inc.	Parsons Brinckerhoff, Inc.	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	16	16	18
Clarity of the Proposal	20%	18	17	15	19
Capacity to Perform in a Timely Manner	20%	18	17	17	18
Quality & Experience of Project Manager/Team	20%	19	17	16	19
Previous Performance	10%	8	7	6	9
Overall Suitability for the Assignment*	10%	8	7	7	9
Total	100%	89	81	77	92

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

- Ranking of Firms:
1. VHB
 2. HMMH
 3. MJ
 4. PB

Rating Considerations	W E I G H T	Scoring of Firms			
		Harris Miller Miller & Hanson, Inc.	McFarland-Johnson, Inc.	Parsons Brinckerhoff, Inc.	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	15	19	20
Clarity of the Proposal	20%	19	16	19	18
Capacity to Perform in a Timely Manner	20%	18	15	17	20
Quality & Experience of Project Manager/Team	20%	18	15	17	20
Previous Performance	10%	9	7	8	9
Overall Suitability for the Assignment*	10%	9	7	8	9
Total	100%	92	75	88	96

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

- Ranking of Firms:
1. VHB
 2. HMMH
 3. PB
 4. MJ

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms				
	W E I G H T	Harris Miller Miller & Hanson, Inc.	McFarland-Johnson, Inc.	Parsons Brinckerhoff, Inc.	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	17	18	19
Clarity of the Proposal	20%	18	16	14	19
Capacity to Perform in a Timely Manner	20%	20	18	16	19
Quality & Experience of Project Manager/Team	20%	19	16	15	20
Previous Performance	10%	10	8	9	10
Overall Suitability for the Assignment*	10%	9	7	7	10
Total	100%	94	82	81	97

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

Ranking of Firms:

1. VHB
2. HMMH
3. MJ
4. PB

Rating Considerations	Scoring of Firms				
	W E I G H T	Harris Miller Miller & Hanson, Inc.	McFarland-Johnson, Inc.	Parsons Brinckerhoff, Inc.	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	15	10	20
Clarity of the Proposal	20%	18	16	16	19
Capacity to Perform in a Timely Manner	20%	19	20	15	20
Quality & Experience of Project Manager/Team	20%	19	17	15	20
Previous Performance	10%	9	6	7	15
Overall Suitability for the Assignment*	10%	9	7	5	10
Total	100%	93	82	81	99

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

Ranking of Firms:

1. VHB
2. HMMH
3. MJ
4. PB

Rating Considerations	Scoring of Firms				
	W E I G H T	Harris Miller Miller & Hanson, Inc.	McFarland-Johnson, Inc.	Parsons Brinckerhoff, Inc.	Vanasse, Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	16	17	19
Clarity of the Proposal	20%	18	17	17	18
Capacity to Perform in a Timely Manner	20%	19	16	18	18
Quality & Experience of Project Manager/Team	20%	18	17	17	19
Previous Performance	10%	8	7	7	9
Overall Suitability for the Assignment*	10%	8	7	7	9
Total	100%	90	80	83	92

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

Ranking of Firms:

1. VHB
2. HMMH
3. PB
4. MJ

**STATEWIDE ON-CALL
AIR AND NOISE SERVICES**

TABLE OF CONTENTS

PREAMBLE

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED.....	2
A. DESCRIPTION OF SERVICES	2
B. SCOPE OF WORK	2
C. STAFFING.....	5
D. QUALITY CONTROL	6
E. TASK ORDERS.....	6
F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION	6
G. WORK SCHEDULE AND PROGRESS REPORTS	7
H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS	7
I. DELIVERABLES	8
J. DATE OF COMPLETION	9
ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES.....	10
A. AGREEMENT GENERAL FEE	10
B. METHOD OF COMPENSATION FOR TASK ORDERS	10
C. MODIFIED COST-PLUS-FIXED-FEE FORMAT	10
D. LUMP-SUM FORMAT	12
E. SUBCONSULTANT SUPPORTING SERVICES	13
F. INVOICING AND PAYMENT	13
G. RECORDS - REPORTS	13
ARTICLE III - GENERAL PROVISIONS.....	15
A. HEARINGS, ETC.	15
B. CONTRACT PROPOSALS.....	15
ARTICLE IV - STANDARD PROVISIONS	16
A. STANDARD SPECIFICATIONS	16
B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS	16
C. EXTENT OF CONTRACT.....	16
1. Contingent Nature of Agreement	16
2. Termination	16
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS	17
E. ADDITIONAL SERVICES	18
F. OWNERSHIP OF PLANS.....	18
G. SUBLETTING	18
H. GENERAL COMPLIANCE WITH LAWS, ETC.....	19
I. BROKERAGE	19
J. CONTRACTUAL RELATIONS	19
1. Independent Contractor	19
2. Claims and Indemnification	19
3. Insurance	20
4. No Third-Party Rights	20
5. Construction of Agreement	21
K. AGREEMENT MODIFICATION	21

L.	EXTENSION OF COMPLETION DATE(S)	21
M.	TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE	21
N.	DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS	23
	1. Policy.....	23
	2. Disadvantaged Business Enterprise (DBE) Obligation.....	23
	3. Sanctions for Non-Compliance.	23
O.	DOCUMENTATION.....	23
P.	CLEAN AIR AND WATER ACTS.....	24

ATTACHMENTS

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

**STATEWIDE ON-CALL
AIR AND NOISE SERVICES**

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 16 day of Dec in the year 2013 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 Harris Miller Miller & Hanson, Inc., with principal place of business at 77 South Bedford Street, in the City of Burlington, Commonwealth of Massachusetts, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical services to conduct air quality and/or noise impact studies for various transportation-related projects and facilities located throughout the STATE. These services are outlined in the CONSULTANT'S technical proposal dated June 28, 2013 and fee proposal dated September 20, 2013 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 providing air quality, noise and/or related technical or engineering services for the assessment and abatement of highway air quality and noise for various projects and facilities located throughout the State.

B. SCOPE OF WORK

Air Quality Impact Assessment & Abatement

The CONSULTANT shall perform, as necessary, tasks required to assess the potential air quality impacts of transportation projects adjacent to existing and proposed highway corridors and rights-of-way to determine and/or achieve compliance with the State of New Hampshire Air Quality Implementation Plan and the provisions set forth in the Clean Air Act Amendments (CAAA) and the National Environmental Policy Act (NEPA). An Air Quality Analysis shall involve up to three phases of investigation. The three phases are as follows:

Phase I: This phase involves a qualitative analysis of the project's potential for adverse air quality impacts at both the local and regional level under the CAAA and/or NEPA. This phase shall involve an investigation of existing information related to the project, including, but not limited to:

- If the project is exempt from the requirement to determine Transportation Conformity under 40 CFR 93.126,
- The project is or could be considered regionally significant,
- Its inclusion in the NH Department of Transportation's Statewide Transportation Improvement Program (STIP), etc.

This phase may also involve a comparison of the proposed project to projects of similar design and traffic conditions. If the project's compliance with the CAAA at the regional level cannot be determined using existing information the CONSULTANT may need to coordinate directly with the local Metropolitan Planning Organizations (MPOs), the NH Department of Environmental Services (NHDES) Air Resources Division and/or the DEPARTMENT's Bureau of Planning and Community Assistance, to determine compliance with the CAAA.

In order to ensure compliance with NEPA, this phase shall also involve a qualitative evaluation of the project's potential for adverse impacts to air quality, including, but not limited to mobile source air toxics

ARTICLE I

(MSAT). The CONSULTANT shall follow the guidelines set forth in the Federal Highway Administration's (FHWA) most recent MSAT guidance document.

The results and any necessary supporting documentation of this phase of investigation shall be documented by the CONSULTANT in a memorandum or report with a recommendation to the DEPARTMENT of the need for any further phases of investigation. If no further phases of investigation are recommended, the CONSULTANT shall indicate how the project complies with the CAAA and NEPA.

Phase II: This phase involves a more detailed quantitative analysis of the project's potential impacts on air quality. The tasks to be performed in this phase are grouped into two levels of analysis. Dependent upon the particular project to be analyzed, the CONSULTANT shall recommend, and the DEPARTMENT will determine, if either or both levels of analysis are to be undertaken. The two levels of analysis are:

- **Level I - Mesoscale Analysis:** This level involves the development of a total burden or emissions inventory for roadways influenced by proposed transportation improvements in a particular project area. Pollutants to be inventoried include volatile organic compounds (VOC's) and nitrogen oxides (NO_x). A greenhouse gas emission inventory including carbon dioxide (CO₂), methane (CH₄) and nitrous oxide (N₂O) may also be required at the discretion of the DEPARTMENT.
- **Level II – Microscale (Hot-Spot) Analysis:** This level involves the estimation of maximum carbon monoxide (CO) and/or Particulate Matter (PM₁₀/PM_{2.5}) concentrations at various selected receptor locations within a particular study area for comparison with the National Ambient Air Quality Standards (NAAQS). In the event that violations of the NAAQS are predicted, this level may also include the development of site specific mitigation strategies.

For both levels, the years to be analyzed shall be determined by the DEPARTMENT and the CONSULTANT shall perform the required analyses utilizing air quality modeling techniques and programs that have been approved by the Environmental Protection Agency (EPA) and authorized by the DEPARTMENT and the FHWA. Completion of this phase shall require the CONSULTANT to obtain the necessary information to develop the necessary EPA approved air quality model(s). Obtaining this information may require the CONSULTANT to coordinate directly with the NHDES Air Resources Division, the local MPO and/or the DEPARTMENT's Bureaus of Traffic or Highway Design. If traffic and/or survey data are not already available from the DEPARTMENT, the CONSULTANT may be required to gather survey data, traffic data and/or prepare a traffic study to obtain the necessary information to input into the air quality model(s).

At the discretion of the DEPARTMENT, in consultation with the FHWA, completion of this phase may also require a quantitative analysis to forecast local-specific emission trends of the priority MSATs for each alternative and the potential for cumulative MSAT impacts.

The results and any necessary supporting documentation of this phase of investigation shall be documented by the CONSULTANT in a detailed report with a recommendation to the DEPARTMENT of

ARTICLE I

the need for any further phases of investigation. If no further phases of investigation are recommended, the CONSULTANT shall indicate how the project complies with the CAAA and NEPA.

Phase III: This phase will only be required if adverse air quality impacts are identified during the previous two phases of investigation. During this phase the CONSULTANT shall analyze the feasibility and reasonableness of implementing any potential abatement alternatives. If multiple abatement alternatives are identified the CONSULTANT shall recommend and clearly demonstrate the air quality benefits of a preferred abatement alternative. If no feasible and reasonable abatement alternatives are identified the CONSULTANT shall clearly indicate the reasons why any abatement measures considered were deemed infeasible and/or unreasonable. Potential abatement measures may include, but are not limited to, traffic signal installation and/or modification, intersection reconfiguration, area traffic signal synchronization, etc.

Noise Impact Assessment & Abatement

The CONSULTANT shall perform, as necessary, tasks required to assess the potential effects of transportation projects on noise levels at receptors and/or environments adjacent to existing and/or proposed highway corridors and rights-of-way to determine and/or achieve compliance with the (FHWA's Procedures for Abatement of Highway Traffic Noise and Construction Noise (23 CFR 772) and the DEPARTMENT's *Policy and Procedural Guidelines for the Assessment and Abatement of Highway Traffic Noise for Type I Highway Projects* (the Noise Policy). A Noise Analysis shall involve up to three phases of investigation. The three phases are as follows:

Phase I: This phase involves the identification of the project type (Type I, II or III) and a qualitative evaluation of the potential for any highway traffic noise impacts within the project area. If the project is identified as a Type I project, the CONSULTANT shall identify the potential for noise impacts on each property located within or adjacent to the project area. The results and any necessary supporting documentation of this phase of investigation shall be documented by the CONSULTANT in a memorandum or report with a recommendation to the DEPARTMENT of the need for any further phases of investigation. If no further phases of investigation are recommended, the CONSULTANT shall indicate how the project complies with 23 CFR 772 and the DEPARTMENT's Noise Policy.

Phase II: This phase involves a more detailed quantitative analysis of any potential highway traffic noise impacts. The CONSULTANT shall prepare a traffic noise model utilizing the most recent noise modeling techniques and programs as approved by the FHWA to predict the existing and future highway traffic noise levels at each property within the project area. The accuracy of the noise model shall be validated using simultaneous field noise measurements and traffic counts. The years to be analyzed shall be determined by the DEPARTMENT. Field noise measurements may be used to determine noise impacts at the discretion of the DEPARTMENT.

Completion of this phase shall require the CONSULTANT to obtain the necessary information to develop the necessary noise model(s). Obtaining this information may require the CONSULTANT to

ARTICLE I

coordinate directly with the DEPARTMENT's Bureaus of Traffic and/or Highway Design to obtain any existing traffic and/or survey data. If traffic and/or survey data are not already available from the DEPARTMENT, the CONSULTANT may be required to gather survey data, traffic data and/or prepare a traffic study to obtain the necessary information to input into the noise model(s).

The results and any necessary supporting documentation of this phase of investigation shall be documented by the CONSULTANT in a detailed report with a recommendation to the DEPARTMENT of the need for any further phases of investigation. This report shall contain a clear indication of the existing and future noise levels at each property within the study area. If no further phases of investigation are recommended, the CONSULTANT shall indicate how the project complies with 23 CFR 772 and the DEPARTMENT's Noise Policy.

Phase III: This phase will only be required at the discretion of the DEPARTMENT and/or if noise impacts are identified during the previous two phases of investigation. During this phase the CONSULTANT shall analyze the feasibility and reasonableness of implementing any potential abatement alternatives. Each abatement alternative shall be evaluated in accordance with the DEPARTMENT's Noise Policy, utilizing the most recent noise modeling program and techniques approved by the FHWA to predict the future highway traffic noise levels at each property within the project area. Potential abatement measures shall include, but are not limited to, traffic management measures, alteration of horizontal and vertical alignments, acquisition of property rights for construction of noise barriers or acquisition of buffer zones, construction of noise barriers or berms, noise insulation of public use or non-profit institutional structures, etc. If multiple abatement alternatives are identified, the CONSULTANT shall recommend and clearly demonstrate the noise benefits of a preferred abatement alternative and the reasons for its selection. If no feasible and reasonable abatement alternatives are identified the CONSULTANT shall clearly indicate the reasons why any abatement measures considered were deemed infeasible and/or unreasonable.

Final Design of Air Quality and/or Noise Abatement Measures

The DEPARTMENT may require the CONSULTANT to design and prepare all necessary plans and specifications for the construction of the abatement measures determined feasible and reasonable by the DEPARTMENT (i.e., noise barriers, traffic signal modifications, etc.). All plans and specifications shall conform to the DEPARTMENT's current editions of the *Standard Plans for Road Construction* and *Standard Specifications for Road and Bridge Construction*. (These publications and other design guidelines can be found on the DEPARTMENT's website at <http://www.nh.gov/dot/business/engineers.htm>). This effort shall require Professional Engineer licensure in the State of New Hampshire.

C. STAFFING

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during

ARTICLE I

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 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 FHWA (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. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Appropriate maps, plans and reports, as available, for use by the CONSULTANT
2. Results from other investigations and studies

When necessary, a letter of introduction or right-of-entry permit, allowing access to the property and permission to perform testing and other necessary work.

ARTICLE I

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

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

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

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

H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment.

The CONSULTANT will be expected to support its design proposals in any issues resulting from review by the DEPARTMENT or in the public participation phase (including agency coordination), with alternative studies and reasonably-itemized study cost comparisons for alternate schemes.

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 their original format and in the format submitted to the DEPARTMENT.

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:

ARTICLE I

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

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

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

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

Word Processing: Microsoft Word 2010 or NHDOT compatible version

Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version

Databases: Microsoft Access 2010 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., MicroStation (*.DGN), Microsoft Word (*.DOC), Microsoft Excel (*.XLS), etc.) and an electronic version in Adobe Acrobat (*.PDF) file format.

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

ARTICLE I

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is February 28, 2017 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 \$400,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$400,000.00 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** format with method of payment as described in Section C, below, or a **Lump-Sum** format with method of payment as described in Section D, below.

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

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

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

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

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

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

$\text{CLRBP} \times \text{Annual Contract Adjustment Rate (\%)} = \text{Contract Labor Rate for Contract Period 2 (CLRCP2)}$

$\text{CLRCP2} \times \text{Annual Contract Adjustment Rate (\%)} = \text{Contract Labor Rate for Contract Period 3 (CLRCP3)*}$

*Same formula for additional contract periods, when applicable.

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

ARTICLE II

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 \$50.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a \$144.75 per hour maximum contract labor rate.

CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Supervisory Consultant	\$144.75*	\$144.75*	\$144.75*	\$
Principal Consultant I	\$144.75*	\$144.75*	\$144.75*	\$
Principal Consultant II	\$144.75*	\$144.75*	\$144.75*	\$
Sr. Consultant I	\$125.79	\$129.57	\$133.45	\$
Sr. Consultant II/GIS	\$113.68	\$117.09	\$120.60	\$
Sr. Consultant III	\$91.23	\$93.97	\$96.79	\$
Consultant I	\$101.51	\$104.55	\$107.69	\$
Consultant II	\$87.02	\$89.63	\$92.32	\$
Consultant III	\$75.21	\$77.47	\$79.79	\$
Sr. Project Support	\$130.96	\$134.89	\$138.93	\$
Project Support I	\$92.27	\$95.04	\$97.89	\$

ARTICLE II

Project Support II	\$63.59	\$65.50	\$67.46	\$
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* Maximum contract labor rate allowed under this AGREEMENT.

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 3.00%.
4. **Overhead Factor** - The negotiated overhead factor (189.50%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** – Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

D. LUMP-SUM FORMAT

1. **Task Order Cost** - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT), direct

ARTICLE II

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 included in this AGREEMENT are:

Fay, Spofford & Thorndike, LLC – to provide structural, traffic and civil engineering support

WSP SELLS – to provide surveying support

Sanchez Industrial Design – to provide support in noise measurement and analysis

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

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

ARTICLE II

payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

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

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 77 South Bedford Street, Burlington, Massachusetts.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory

ARTICLE IV

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
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

ARTICLE IV

perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their

ARTICLE IV

professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the

ARTICLE IV

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 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

ARTICLE IV

to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

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

ARTICLE IV

to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.

- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment

ARTICLE IV

specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

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

O. DOCUMENTATION

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

ARTICLE IV

P. CLEAN AIR AND WATER ACTS

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

Attachment 1

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

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

Harris Miller Miller & Hanson Inc.
(Company)

By: Christopher W. Menge

Christopher W. Menge, Senior Vice President
(Title)

Date: December 16, 2013

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

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

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

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

Attachment 1

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

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

Fay, Spofford & Thornclike LLC
(Company)

By: William R. Moran

Senior Vice President
(Title)

Date: December 16, 2013

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

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

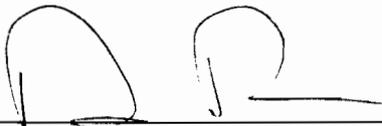
Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report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

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

Attachment 1

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

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



WSP USA Corp.

By: David Prince

Survey Department Manager
(Title)

Date: December 16, 2013

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

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

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

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

Attachment 1

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

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

Sanchez Industrial Design Inc
(Company)

By: Gonzalo Sanchez



President
(Title)

Date: December 16, 2013

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

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

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

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

Attachment 2

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

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

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

Dec 16, 2013
(Date)

Christyha W Menge
(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Senior Vice President and duly-authorized representative of the firm of Harris Miller Miller & Hanson Inc., and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

Dec 13, 2013
(Date)

Christophe W. Munge
(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

Director, S. P. ...
DOT

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

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

except as here expressly stated (if any):

12/19/13
(Date)


(Signature)

Attachment 5

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

By: Kevin J. Nyhan

Dated: 12-16-2013

CONSULTANT

By: Christy W. Munge

Senior Vice President
(TITLE)

Dated: December 16, 2013

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Morin

Dated: 12/19/13

THE STATE OF NEW HAMPSHIRE

By: William E. Car

Director of Public Safety
DOT
Car DOT COMMISSIONER

Dated: 12/19/13

Attorney General

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

Dated: 1/10/14

By: John J. Conforti
Assistant Attorney General
John J. Conforti

Secretary of State

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

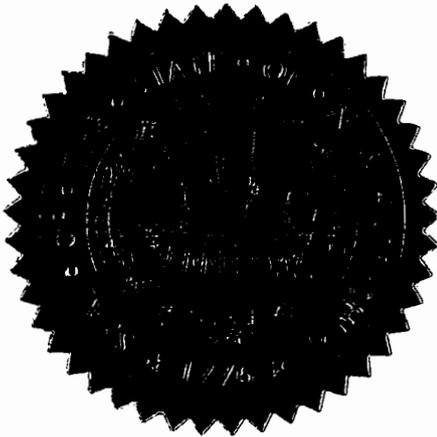
Dated: _____

Attest:
By: _____
Secretary of State

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HARRIS MILLER MILLER & HANSON INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on October 28, 1993. 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 17th day of December, A.D. 2013

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

William M. Gardner
Secretary of State

HARRIS MILLER MILLER & HANSON INC.

77 South Bedford Street
Burlington, Massachusetts 01803

Certificate of Vote Statewide On-Call Air Quality and Noise Services

I, Mary Ellen Eagan, hereby certify that I am the duly elected President and Chief Executive Officer of Harris Miller Miller & Hanson Inc.

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on October 7, 1993 at which a quorum of the Board was present and voting.

RESOLVED, that the Corporate By-Laws of Harris Miller Miller & Hanson Inc. are hereby amended as follows:

Article V. Miscellaneous Provisions

3. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations to be entered into by the Corporation in the ordinary course of its business without Director action, may be executed on behalf of the corporation by the President, a Senior Vice President, Treasurer, Clerk or the Chairman of the Board.

All other articles remain unchanged by this resolution. This resolution is effective as of 21 October 1993.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date.

I hereby certify that Christopher W. Menge is a duly elected Senior Vice president of the Corporation. Mr. Menge was elected to the position of Senior Vice president with full signature authority as provided for in HMMH by-laws at a meeting of the Board of Directors of the Corporation duly called and held on May 11, 1998.

I hereby certify that Christopher W. Menge is duly authorized to execute the contract known as Statewide On-Call Air Quality and Noise Services with the New Hampshire Department of Transportation in the name and behalf of Harris Miller Miller & Hanson Inc.

Date: 12/16/13

ATTEST:



Mary Ellen Eagan
President and Chief Executive Officer





CERTIFICATE OF LIABILITY INSURANCE

HARRI-1

OP ID: JA

DATE (MM/DD/YYYY)

12/13/13

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 McLaughlin Insurance Agency 828 Lynn Fells Parkway Melrose, MA 02176 John E. McLaughlin Jr.	Phone: 781-665-2775	CONTACT NAME:	
	Fax: 781-665-0295	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Chubb Group AM Best: A++ XV	NAIC # 20281
INSURED Harris Miller Miller & Hanson Inc. 77 South Bedford Street Burlington, MA 01803	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			79492116EUC	05/15/13	05/15/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			1373562259	05/15/13	05/15/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			79876309	05/15/13	05/15/14	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1471741519	05/15/13	05/15/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Valuable papers			79492116	05/15/13	05/15/14	Ded \$1000 150,000
A	Prof Liab/Claims M			68045150	05/15/13	05/15/14	Ded \$50000 \$3MM/\$3MM

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

HMMH # P13-20038 State of New Hampshire-Statewide On-Call Air and Noise Services. Additional Insured (s) are as follows for GL & Auto Liability on a primary and noncontributory basis if required by written contract with the named insured: The State of New Hampshire

CERTIFICATE HOLDER

NHDOT-1

New Hampshire Dept of Trans.
Bureau of Finance & Contracts
Attn: Michelle Drouin
7 Hazen Drive, P. O. Box 483
Concord, NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John McLaughlin

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NOTEPAD:

HOLDER CODE **NHDOT-1**
INSURED'S NAME **Harris Miller Miller & Hanson**

HARRI-1
OP ID: **JA**

PAGE **2**
DATE **12/13/13**

and the New Hampshire Dept. of Transportation and their respective officers, agents and employees. Waiver of Subrogation applies in favor of the Additional Insureds on all policies if required by written contract. The Umbrella follows form over the underlying GL, AL and EL. 30 day notice of cancellation applies with the exception of 10 days for cancellation for nonpayment.

**STATEWIDE ON-CALL
AIR AND NOISE SERVICES**

TABLE OF CONTENTS

PREAMBLE

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED.....	2
A. DESCRIPTION OF SERVICES	2
B. SCOPE OF WORK	2
C. STAFFING.....	5
D. QUALITY CONTROL	6
E. TASK ORDERS.....	6
F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION	6
G. WORK SCHEDULE AND PROGRESS REPORTS	7
H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS	7
I. DELIVERABLES	8
J. DATE OF COMPLETION	9
ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES.....	10
A. AGREEMENT GENERAL FEE	10
B. METHOD OF COMPENSATION FOR TASK ORDERS	10
C. MODIFIED COST-PLUS-FIXED-FEE FORMAT	10
D. LUMP-SUM FORMAT	12
E. SUBCONSULTANT SUPPORTING SERVICES	13
F. INVOICING AND PAYMENT	13
G. RECORDS - REPORTS	13
ARTICLE III - GENERAL PROVISIONS.....	15
A. HEARINGS, ETC.	15
B. CONTRACT PROPOSALS.....	15
ARTICLE IV - STANDARD PROVISIONS	16
A. STANDARD SPECIFICATIONS	16
B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS	16
C. EXTENT OF CONTRACT.....	16
1. Contingent Nature of Agreement	16
2. Termination	16
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS	17
E. ADDITIONAL SERVICES	18
F. OWNERSHIP OF PLANS.....	18
G. SUBLETTING	18
H. GENERAL COMPLIANCE WITH LAWS, ETC.....	19
I. BROKERAGE	19
J. CONTRACTUAL RELATIONS	19
1. Independent Contractor	19
2. Claims and Indemnification	19
3. Insurance	20
4. No Third-Party Rights	20
5. Construction of Agreement	21
K. AGREEMENT MODIFICATION	21

L.	EXTENSION OF COMPLETION DATE(S)	21
M.	TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE	21
N.	DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS	23
	1. Policy.....	23
	2. Disadvantaged Business Enterprise (DBE) Obligation..	23
	3. Sanctions for Non-Compliance.....	23
O.	DOCUMENTATION.....	23
P.	CLEAN AIR AND WATER ACTS.....	24

ATTACHMENTS

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

**STATEWIDE ON-CALL
AIR AND NOISE SERVICES**

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 16 day of Dec in the year 2013 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Vanasse Hangen Brustlin, Inc., with principal place of business at 101 Walnut Street, in the City of Watertown, Commonwealth of Massachusetts, and New Hampshire local office at 6 Bedford Farms Drive, Suite 607 in the Town of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical services to conduct air quality and/or noise impact studies for various transportation-related projects and facilities located throughout the STATE. These services are outlined in the CONSULTANT'S technical proposal dated July 2, 2013 and fee proposal dated September 24, 2013 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 providing air quality, noise and/or related technical or engineering services for the assessment and abatement of highway air quality and noise for various projects and facilities located throughout the State.

B. SCOPE OF WORK

Air Quality Impact Assessment & Abatement

The CONSULTANT shall perform, as necessary, tasks required to assess the potential air quality impacts of transportation projects adjacent to existing and proposed highway corridors and rights-of-way to determine and/or achieve compliance with the State of New Hampshire Air Quality Implementation Plan and the provisions set forth in the Clean Air Act Amendments (CAAA) and the National Environmental Policy Act (NEPA). An Air Quality Analysis shall involve up to three phases of investigation. The three phases are as follows:

Phase I: This phase involves a qualitative analysis of the project's potential for adverse air quality impacts at both the local and regional level under the CAAA and/or NEPA. This phase shall involve an investigation of existing information related to the project, including, but not limited to:

- If the project is exempt from the requirement to determine Transportation Conformity under 40 CFR 93.126,
- The project is or could be considered regionally significant,
- Its inclusion in the NH Department of Transportation's Statewide Transportation Improvement Program (STIP), etc.

This phase may also involve a comparison of the proposed project to projects of similar design and traffic conditions. If the project's compliance with the CAAA at the regional level cannot be determined using existing information the CONSULTANT may need to coordinate directly with the local Metropolitan Planning Organizations (MPOs), the NH Department of Environmental Services (NHDES) Air Resources Division and/or the DEPARTMENT's Bureau of Planning and Community Assistance, to determine compliance with the CAAA.

In order to ensure compliance with NEPA, this phase shall also involve a qualitative evaluation of the project's potential for adverse impacts to air quality, including, but not limited to mobile source air toxics

ARTICLE I

(MSAT). The CONSULTANT shall follow the guidelines set forth in the Federal Highway Administration's (FHWA) most recent MSAT guidance document.

The results and any necessary supporting documentation of this phase of investigation shall be documented by the CONSULTANT in a memorandum or report with a recommendation to the DEPARTMENT of the need for any further phases of investigation. If no further phases of investigation are recommended, the CONSULTANT shall indicate how the project complies with the CAAA and NEPA.

Phase II: This phase involves a more detailed quantitative analysis of the project's potential impacts on air quality. The tasks to be performed in this phase are grouped into two levels of analysis. Dependent upon the particular project to be analyzed, the CONSULTANT shall recommend, and the DEPARTMENT will determine, if either or both levels of analysis are to be undertaken. The two levels of analysis are:

- Level I - Mesoscale Analysis: This level involves the development of a total burden or emissions inventory for roadways influenced by proposed transportation improvements in a particular project area. Pollutants to be inventoried include volatile organic compounds (VOC's) and nitrogen oxides (NOx). A greenhouse gas emission inventory including carbon dioxide (CO₂), methane (CH₄) and nitrous oxide (N₂O) may also be required at the discretion of the DEPARTMENT.
- Level II – Microscale (Hot-Spot) Analysis: This level involves the estimation of maximum carbon monoxide (CO) and/or Particulate Matter (PM₁₀/PM_{2.5}) concentrations at various selected receptor locations within a particular study area for comparison with the National Ambient Air Quality Standards (NAAQS). In the event that violations of the NAAQS are predicted, this level may also include the development of site specific mitigation strategies.

For both levels, the years to be analyzed shall be determined by the DEPARTMENT and the CONSULTANT shall perform the required analyses utilizing air quality modeling techniques and programs that have been approved by the Environmental Protection Agency (EPA) and authorized by the DEPARTMENT and the FHWA. Completion of this phase shall require the CONSULTANT to obtain the necessary information to develop the necessary EPA approved air quality model(s). Obtaining this information may require the CONSULTANT to coordinate directly with the NHDES Air Resources Division, the local MPO and/or the DEPARTMENT's Bureaus of Traffic or Highway Design. If traffic and/or survey data are not already available from the DEPARTMENT, the CONSULTANT may be required to gather survey data, traffic data and/or prepare a traffic study to obtain the necessary information to input into the air quality model(s).

At the discretion of the DEPARTMENT, in consultation with the FHWA, completion of this phase may also require a quantitative analysis to forecast local-specific emission trends of the priority MSATs for each alternative and the potential for cumulative MSAT impacts.

The results and any necessary supporting documentation of this phase of investigation shall be documented by the CONSULTANT in a detailed report with a recommendation to the DEPARTMENT of

ARTICLE I

the need for any further phases of investigation. If no further phases of investigation are recommended, the CONSULTANT shall indicate how the project complies with the CAAA and NEPA.

Phase III: This phase will only be required if adverse air quality impacts are identified during the previous two phases of investigation. During this phase the CONSULTANT shall analyze the feasibility and reasonableness of implementing any potential abatement alternatives. If multiple abatement alternatives are identified the CONSULTANT shall recommend and clearly demonstrate the air quality benefits of a preferred abatement alternative. If no feasible and reasonable abatement alternatives are identified the CONSULTANT shall clearly indicate the reasons why any abatement measures considered were deemed infeasible and/or unreasonable. Potential abatement measures may include, but are not limited to, traffic signal installation and/or modification, intersection reconfiguration, area traffic signal synchronization, etc.

Noise Impact Assessment & Abatement

The CONSULTANT shall perform, as necessary, tasks required to assess the potential effects of transportation projects on noise levels at receptors and/or environments adjacent to existing and/or proposed highway corridors and rights-of-way to determine and/or achieve compliance with the (FHWA's Procedures for Abatement of Highway Traffic Noise and Construction Noise (23 CFR 772) and the DEPARTMENT's *Policy and Procedural Guidelines for the Assessment and Abatement of Highway Traffic Noise for Type I Highway Projects* (the Noise Policy). A Noise Analysis shall involve up to three phases of investigation. The three phases are as follows:

Phase I: This phase involves the identification of the project type (Type I, II or III) and a qualitative evaluation of the potential for any highway traffic noise impacts within the project area. If the project is identified as a Type I project, the CONSULTANT shall identify the potential for noise impacts on each property located within or adjacent to the project area. The results and any necessary supporting documentation of this phase of investigation shall be documented by the CONSULTANT in a memorandum or report with a recommendation to the DEPARTMENT of the need for any further phases of investigation. If no further phases of investigation are recommended, the CONSULTANT shall indicate how the project complies with 23 CFR 772 and the DEPARTMENT's Noise Policy.

Phase II: This phase involves a more detailed quantitative analysis of any potential highway traffic noise impacts. The CONSULTANT shall prepare a traffic noise model utilizing the most recent noise modeling techniques and programs as approved by the FHWA to predict the existing and future highway traffic noise levels at each property within the project area. The accuracy of the noise model shall be validated using simultaneous field noise measurements and traffic counts. The years to be analyzed shall be determined by the DEPARTMENT. Field noise measurements may be used to determine noise impacts at the discretion of the DEPARTMENT.

Completion of this phase shall require the CONSULTANT to obtain the necessary information to develop the necessary noise model(s). Obtaining this information may require the CONSULTANT to

ARTICLE I

coordinate directly with the DEPARTMENT's Bureaus of Traffic and/or Highway Design to obtain any existing traffic and/or survey data. If traffic and/or survey data are not already available from the DEPARTMENT, the CONSULTANT may be required to gather survey data, traffic data and/or prepare a traffic study to obtain the necessary information to input into the noise model(s).

The results and any necessary supporting documentation of this phase of investigation shall be documented by the CONSULTANT in a detailed report with a recommendation to the DEPARTMENT of the need for any further phases of investigation. This report shall contain a clear indication of the existing and future noise levels at each property within the study area. If no further phases of investigation are recommended, the CONSULTANT shall indicate how the project complies with 23 CFR 772 and the DEPARTMENT's Noise Policy.

Phase III: This phase will only be required at the discretion of the DEPARTMENT and/or if noise impacts are identified during the previous two phases of investigation. During this phase the CONSULTANT shall analyze the feasibility and reasonableness of implementing any potential abatement alternatives. Each abatement alternative shall be evaluated in accordance with the DEPARTMENT's Noise Policy, utilizing the most recent noise modeling program and techniques approved by the FHWA to predict the future highway traffic noise levels at each property within the project area. Potential abatement measures shall include, but are not limited to, traffic management measures, alteration of horizontal and vertical alignments, acquisition of property rights for construction of noise barriers or acquisition of buffer zones, construction of noise barriers or berms, noise insulation of public use or non-profit institutional structures, etc. If multiple abatement alternatives are identified, the CONSULTANT shall recommend and clearly demonstrate the noise benefits of a preferred abatement alternative and the reasons for its selection. If no feasible and reasonable abatement alternatives are identified the CONSULTANT shall clearly indicate the reasons why any abatement measures considered were deemed infeasible and/or unreasonable.

Final Design of Air Quality and/or Noise Abatement Measures

The DEPARTMENT may require the CONSULTANT to design and prepare all necessary plans and specifications for the construction of the abatement measures determined feasible and reasonable by the DEPARTMENT (i.e., noise barriers, traffic signal modifications, etc.). All plans and specifications shall conform to the DEPARTMENT's current editions of the *Standard Plans for Road Construction* and *Standard Specifications for Road and Bridge Construction*. (These publications and other design guidelines can be found on the DEPARTMENT's website at <http://www.nh.gov/dot/business/engineers.htm>). This effort shall require Professional Engineer licensure in the State of New Hampshire.

C. STAFFING

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during

ARTICLE I

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 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 FHWA (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. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Appropriate maps, plans and reports, as available, for use by the CONSULTANT
2. Results from other investigations and studies

When necessary, a letter of introduction or right-of-entry permit, allowing access to the property and permission to perform testing and other necessary work.

ARTICLE I

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

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

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

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

H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment.

The CONSULTANT will be expected to support its design proposals in any issues resulting from review by the DEPARTMENT or in the public participation phase (including agency coordination), with alternative studies and reasonably-itemized study cost comparisons for alternate schemes.

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 their original format and in the format submitted to the DEPARTMENT.

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:

ARTICLE I

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

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

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

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

Word Processing: Microsoft Word 2010 or NHDOT compatible version

Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version

Databases: Microsoft Access 2010 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., MicroStation (*.DGN), Microsoft Word (*.DOC), Microsoft Excel (*.XLS), etc.) and an electronic version in Adobe Acrobat (*.PDF) file format.

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

ARTICLE I

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is February 28, 2017 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 \$400,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$400,000.00 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** format with method of payment as described in Section C, below, or a **Lump-Sum** format with method of payment as described in Section D, below.

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

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

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

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

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

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

$\text{CLRBP} \times \text{Annual Contract Adjustment Rate (\%)} = \text{Contract Labor Rate for Contract Period 2 (CLRCP2)}$

$\text{CLRCP2} \times \text{Annual Contract Adjustment Rate (\%)} = \text{Contract Labor Rate for Contract Period 3 (CLRCP3)*}$

*Same formula for additional contract periods, when applicable.

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

ARTICLE II

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 \$50.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a \$127.21 per hour maximum contract labor rate.

CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Principal/QA-QC	\$127.21*	\$127.21*	\$127.21*	\$
Project Manager	\$127.21*	\$127.21*	\$127.21*	\$
Sr. Noise/Sr. Air Quality Engineer	\$114.01	\$117.43	\$120.95	\$
Noise Engineer/Air Quality Engineer	\$79.45	\$81.83	\$84.29	\$
Jr. Noise/Jr. Air Quality Engineer	\$67.60	\$69.63	\$71.72	\$
Senior CADD Technician	\$78.62	\$80.97	\$83.40	\$
CADD Technician	\$67.27	\$69.29	\$71.37	\$
Project Administrator	\$108.10	\$111.35	\$114.69	\$
Administrative Assistant	\$71.34	\$73.48	\$75.68	\$

* Maximum contract labor rate allowed under this AGREEMENT.

ARTICLE II

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 3.00%.
4. **Overhead Factor** - The negotiated overhead factor (154.42%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** – Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

D. LUMP-SUM FORMAT

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

ARTICLE II

DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment.

E. SUBCONSULTANT SUPPORTING SERVICES

(Subconsultant Supporting Services were not anticipated during negotiations for 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

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

ARTICLE II

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

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 6 Bedford Farms Drive, Suite 607, Bedford, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily 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

ARTICLE IV

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
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

ARTICLE IV

perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their

ARTICLE IV

professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the

ARTICLE IV

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 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

ARTICLE IV

to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

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

ARTICLE IV

to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.

- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment

ARTICLE IV

specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

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

O. DOCUMENTATION

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

ARTICLE IV

P. CLEAN AIR AND WATER ACTS

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

Attachment 1

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

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

VENASSE HANSEN PRISTON, INC
(Company)

By: Franco S O'Callaghan
EVP
(Title)

Date: 12/16/13

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

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

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

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

Attachment 2

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

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

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

12/16/13
(Date)

Francis S O'Callaghan
(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Exec Vice Pres and duly-authorized representative of the firm of VANASSE HANGEN BRUSTLIN, INC, and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

12/16/13
(Date)

Francis S O'Callaghan
(Signature)

Attachment 4

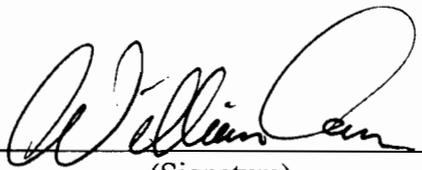
CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

except as here expressly stated (if any):

12/19/13
(Date)


(Signature)

Attachment 5

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

CONSULTANT

By: Janice Beaudet

By: Francis S O'Callaghan

EVP

(TITLE)

Dated: 12/16/13

Dated: 12/16/13

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: Michelle Drouin

By: William Car

Director of Project Development

For DOT COMMISSIONER

Dated: 12/19/13

Dated: 12/19/13

Attorney General

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

Dated: 1/10/14

By: [Signature]

Assistant Attorney General

John J. Conforti

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

**Statewide On-Call
Air Quality and Noise Services**

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

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 31, 2013, at which a quorum of the Board was present and voting.

VOTED:

That Francis O'Callaghan is the duly elected Executive Vice President of Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute contracts, bonds, and proposals in the name and behalf of said company and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Francis O'Callaghan is the duly elected Executive Vice President of this Corporation

ATTEST:

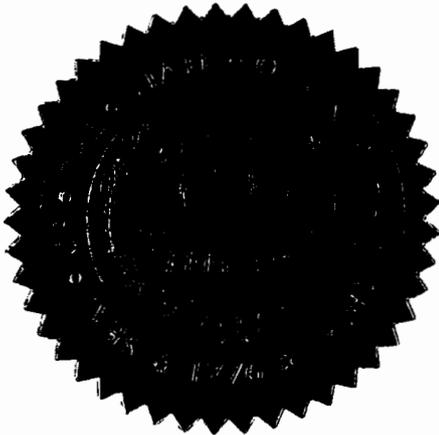
Date: 12-16-13

Robert Brustlin

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN BRUSTLIN, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on December 11, 1986. 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 19th day of July, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: GD

DATE (MM/DD/YYYY)

12/18/2013

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Arch./Engr. E&O			DPR9711037	07/19/2013	07/19/2014	Aggregate Deductibl	2,000,000 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.
 RE: Statewide ON-Call Air Quality and Noise Service Agreement.

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