



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



26 Beards

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Rail & Transit
July 11, 2016

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with the firm of Steadman Hill Consulting, Inc., Montpelier, VT, Vendor #274001, for an amount not to exceed \$320,000.00, to develop a comprehensive Statewide Strategic Transit Assessment Study, effective upon Governor and Council approval, through July 31, 2019. 100% Federal Funds.

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

Table with 4 columns: Account Number, FY 2017, FY 2018, FY 2019. Rows include SPR Planning and SPR Research with associated dollar amounts.

EXPLANATION

The Department requires professional consulting services to develop a Statewide Strategic Transit Assessment Study. This comprehensive study would inventory and assess the needs of NH's public transit systems and intercity bus transportation network, with the primary focus on transit systems that are funded with Federal Transit Administration (FTA) funds.

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 consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for a Development of a Statewide Strategic Transit Assessment Study contract. The assignment was listed as a 'Solicitation of Interest Project' on the Department's website on September 4, 2014 asking for letters of interest from qualified firms.

each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The short list of three consultant firms that submitted proposals for this assignment is as follows:

Consultant Firm

Cambridge Systematics, Inc.
KFH Group
Steadman Hill Consulting, Inc.

Office Location

Cambridge, MA
Bethesda, MD
Montpelier, VT

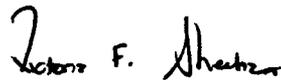
The firm of Steadman Hill Consulting, Inc. was recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services. Background information on this firm is attached.

Steadman Hill Consulting, Inc. has agreed to furnish the professional consulting services for an amount not to exceed \$320,000. The cost for individual Task Orders assigned under this contract will be negotiated and use of a modified cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide Strategic Assessment Study 29729) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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

Sincerely,



Victoria F. Sheehan
Commissioner

STEPHEN M. FALBEL

EDUCATION

M.P.P., Concentration in Transportation and Environmental Studies, Harvard University, John F. Kennedy School of Government, 1993

A.B., Philosophy and German Studies, *magna cum laude*, Harvard University, 1988

RELEVANT EXPERIENCE

STEADMAN HILL CONSULTING, INC.

Founder and President, January 2009–present

INDEPENDENT CONSULTANT

October 2008– January 2009

TRANSYSTEMS

Senior Consultant, July 2003–October 2008

MULTISYSTEMS, INC.

Senior Associate, June 2002–July 2003; Associate, May 2000–May 2002

Short-Range Transit Service Planning. Mr. Falbel is the manager of bus operations planning study for the Naugatuck Valley Council of Governments in Waterbury, CT, taking a comprehensive look at the transit service in the Greater Waterbury area. He is also the manager of a wide-ranging task order contract for CCTA in Burlington, VT, including operations planning, management, data collection, grants management, maintenance, and service planning. This contract also covers GMTA in Washington and Franklin counties. As part of this contract, Mr. Falbel recently completed a 10-year Transit Development Plan for GMTA, and completed one for CCTA in September 2010. He has a similar contract with Rural Community Transportation in the Northeast Kingdom of Vermont, and also completed a Transit Development Plan in August 2012. In 2013, Mr. Falbel conducted a feasibility study of transit service between Concord and Manchester, NH, for the Southern New Hampshire Planning Commission, recommending a new express bus service connecting the two cities. Mr. Falbel played a leading role in a TDP for Hampton Roads Transit, completed in November 2011. Mr. Falbel has worked extensively in Fairfax County, VA including lead roles in two TDPs (2009 and 2015), rescheduling numerous bus routes to accommodate the opening of the Metrorail Silver Line, and a five-year task order contract for Bus Operations Planning support for FCDOT, including a focus on improving the efficiency of schedules operated by Fairfax Connector and improving the internal staff capability for scheduling bus routes. Mr. Falbel led a study of the Naperville-Aurora area in suburban Chicago, assisting Pace in developing a new service concept for this rapidly growing region. He managed a feasibility study for the Two Rivers-Ottawquechee Regional Council (TRORC) in Woodstock, VT in which he designed new local shuttle routes to serve the Town and Village of Woodstock. In 2003, he worked with the CNHRPC in Concord, NH to develop an expansion plan for Concord Area Transit. In his first project at Multisystems, Mr. Falbel played a key role in the WMATA Regional Bus Study, leading the Comprehensive Operations Analysis task for over 300 routes in the entire WMATA region, and leading the service planning efforts for Montgomery and Prince George's Counties in Maryland.

Database Software. Mr. Falbel created customized software to collect and process ridecheck data. This software is installed at New Jersey Transit, NVCOG in Waterbury, CT, and at CCTA in Burlington, VT. It has been used for numerous other planning studies and data collection efforts in Virginia, Michigan, and Massachusetts. Mr. Falbel also developed a system as a very low-cost alternative to AVL that tracks bus travel times using GPS and summarizes the data to allow agencies to revise their schedules and improve reliability. He also created another database for CCTA that tracks daily ridership counts by stop and fare type for the GMTA system in central Vermont.

Service Evaluation and Policy. Mr. Falbel wrote the Section 35 study for the Vermont Agency of Transportation which discussed the potential for alternative governance structures for public transportation in Vermont. In 2008, he wrote the Section 45 study which examined Amtrak service in Vermont and considered ways to improve intermodal connectivity. Prior to that, Mr. Falbel managed the Public Transportation Policy Plan for the state of Vermont. This study developed an enhanced performance monitoring framework for the state's transit operators, and addressed numerous issues facing public transportation, including funding, demographics, coordination, regionalism, etc. In 2008, he completed a study for TRORC that examined the demographics and travel patterns of the TRORC region and surrounding areas in Vermont and New Hampshire. This study examined many issues of rural public transportation and the impacts of demographics and development patterns.

Paratransit and Coordination. Mr. Falbel worked with the Windham Regional Commission in Brattleboro, VT to improve mobility for youth and seniors through better coordination of resources. This effort involved public transit providers, school supervisory unions, institutions of higher education, human service agencies, and a wide range of non-profits. Mr. Falbel conducted the NH12 Transit and Paratransit Study for SWRPC in Keene, NH in which he developed various service concepts to improve mobility in several towns in Cheshire and Sullivan counties. He managed a project for the Chittenden County MPO in which he helped the Town of Hinesburg to develop local transportation services and a volunteer driver program.

Bus Rapid Transit and Express Service. For CDTA in Albany, Mr. Falbel managed the BRT Conceptual Design Study and BRT Stations Preliminary Design contracts for the NY 5 Corridor between Albany and Schenectady (NY). The conceptual design study included bus rapid transit operational analysis, station conceptual design, and the development of roadway transit priority treatments. BusPlus service was implemented by CDTA in April 2011. Mr. Falbel also led a study of two BRT corridors in Newark, NJ for NJ TRANSIT. In a subsequent study for CDTA, Mr. Falbel helped to design an expanded express bus network for the Albany region.

Fare Policy Studies. As part of a fare policy study for the Southern California Regional Rail Authority, Mr. Falbel devised a new ridership and passenger-miles estimation procedure for SCRRA's submissions to the National Transit Database (NTD). He also developed and analyzed a new mileage-based fare structure for SCRRA. He has completed two studies of the impacts of the fare increases: one for the Massachusetts Bay Transportation Authority (September 2000) and one for the Lowell Regional Transit Authority (June 2002). The Lowell study also includes analysis of future fare policy and equipment options.

CENTRAL TRANSPORTATION PLANNING STAFF OF THE BOSTON MPO
Manager of Transit Service Planning, 1993–April 2000
Assistant Planner, Associate Planner, Senior Planner, 1989–1993

PROJECT: Statewide On-Call Strategic Transit Assessment Study

DESCRIPTION: The NH Department of Transportation is proposing the development of a Statewide Strategic Transit Assessment Study. This comprehensive study would inventory and assess the needs of NH's public transit systems and intercity bus transportation network, with the primary focus on transit systems that are funded with Federal Transit Administration (FTA) funds. This study would also identify statewide transit gaps and needs, evaluate the overall statewide transit system for new routes and transit services, and identify opportunities for improved interconnectivity within the statewide and regional transit network. The On-Call/ Task Order services format Agreement is anticipated to have a maximum value of \$320,000 and a maximum contract period of 24 months.

Services Required: PLAN, R&T, PINV, TRAF

SUMMARY

Cambridge Systematics, Inc.	2	2	2	3	3	3			15
KFH Group	3	3	3	2	2	2			15
Steadman Hill Consulting, Inc.	1	1	1	1	1	1			6

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	KFH Group	Steadman Hill Consulting, Inc.
Comprehension of the Assignment	20%	18	17	18
Clarity of the Proposal	20%	16	16	17
Capacity to Perform in a Timely Manner	20%	18	18	19
Quality & Experience of Project Manager/Team	20%	18	17	20
Previous Performance	10%	8	8	8
Overall Suitability for the Assignment*	10%	8	7	9
Total	100%	86	83	91

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

- Ranking of Firms:
1. Steadman Hill Consulting, Inc.
 2. Cambridge Systematics
 3. KFH Group

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	KFH Group	Steadman Hill Consulting, Inc.
Comprehension of the Assignment	20%	16	15	15
Clarity of the Proposal	20%	18	15	16
Capacity to Perform in a Timely Manner	20%	18	20	20
Quality & Experience of Project Manager/Team	20%	15	15	18
Previous Performance	10%	9	9	9
Overall Suitability for the Assignment*	10%	9	8	8
Total	100%	85	82	86

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

- Ranking of Firms:
1. STEADMAN HILL CONSULTING, INC.
 2. CAMBRIDGE SYSTEMATICS, INC.
 3. KFH GROUP

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	KFH Group	Steadman Hill Consulting, Inc.
Comprehension of the Assignment	20%	8	10	10
Clarity of the Proposal	20%	9	9	9
Capacity to Perform in a Timely Manner	20%	8	9	9
Quality & Experience of Project Manager/Team	20%	10	6	10
Previous Performance	10%	9	9	10
Overall Suitability for the Assignment*	10%	9	9	8
Total	100%	73	86	74

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

- Ranking of Firms:
1. STEADMAN HILL CONSULTING
 2. CAMBRIDGE SYSTEMS
 3. KFH

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	KFH Group	Steadman Hill Consulting, Inc.
Comprehension of the Assignment	20%	17	16	18
Clarity of the Proposal	20%	18	17	19
Capacity to Perform in a Timely Manner	20%	18	17	19
Quality & Experience of Project Manager/Team	20%	17	18	19
Previous Performance	10%	6	8	8
Overall Suitability for the Assignment*	10%	7	8	9
Total	100%	83	84	92

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

- Ranking of Firms:
1. Steadman-Hill
 2. KFH
 3. Cambridge Systematics

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	KFH Group	Steadman Hill Consulting, Inc.
Comprehension of the Assignment	20%	16	17	18
Clarity of the Proposal	20%	16	16	18
Capacity to Perform in a Timely Manner	20%	16	17	18
Quality & Experience of Project Manager/Team	20%	18	20	20
Previous Performance	10%	9	10	10
Overall Suitability for the Assignment*	10%	8	9	10
Total	100%	83	89	94

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

- Ranking of Firms:
1. Steadman Hill
 2. KFH Group
 3. Cambridge Systematics

Rating Considerations	Scoring of Firms			
	W E I G H T	Cambridge Systematics, Inc.	KFH Group	Steadman Hill Consulting, Inc.
Comprehension of the Assignment	20%	18	17	18
Clarity of the Proposal	20%	17	17	17
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	16	18	18
Previous Performance	10%	8	9	9
Overall Suitability for the Assignment*	10%	8	8	9
Total	100%	85	87	89

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

- Ranking of Firms:
1. STEADMAN HILL
 2. KFH
 3. CAMBRIDGE SYSTEMATICS

Mr. Falbel managed a staff of nine permanent employees as well as ten temporary employees. He oversaw several commuter rail feasibility studies for the Massachusetts Bay Transportation Authority (MBTA), including potential extensions to Bourne, Millis, Berlin, and Northborough. He supervised and assisted in conducting bus service planning studies for the MBTA, including the *Central Corridor Bus Service Study* and a number of smaller-scale efforts. He analyzed MBTA fare structure and fare discount scenarios, including a survey of pass users to determine the usage value of monthly passes. Mr. Falbel was involved in a wide range of data collection efforts, including supervision of a systemwide passenger survey on MBTA rapid transit and bus services, and ridechecks and other ongoing monitoring on all MBTA bus routes. He managed the data collection and systemwide ridership estimation effort for the *1996 Fare-Mix Study*. He also performed analysis for annual NTD passenger-trip and passenger-mile estimates for MBTA bus, trackless trolley, heavy rail, light rail, and commuter rail systems, certifying the statistical validity of those estimates.

Mr. Falbel was also involved in a number of publication efforts, including the development and research, writing, and production of maps for the widely distributed report *The Demographics of Commuting in Greater Boston* (first edition, 1989; second edition, 1998). He wrote *Suburban Public Transportation* (1998), which analyzed the feasibility of public transportation services in suburban environments. He also managed the conclusion of and participated in all phases of the revision of the *1994 Program for Mass Transportation*, the MBTA's long-term capital plan, including public meetings, policy development, demand and cost analysis, evaluation of proposed improvements and document writing and production.

Mr. Falbel performed analysis for and wrote several sections of the *1993 Regional Transportation Plan*. He wrote and produced graphics for *Transreport*, the Boston metropolitan transportation system newsletter. Other efforts included analysis, writing and editing of the Air Quality Conformity Determination for the Transportation Improvement Program, and analysis and graphics for the 1989 and 1991 MBTA fare increase environmental impact reports.

KENNEDY SCHOOL OF GOVERNMENT, CAMBRIDGE, MA

Course Assistant, 1992–1993

Mr. Falbel was a Course Assistant in Ethics during the fall term and in Economics during the spring term.

Selected Project Experience – Steadman Hill Consulting

State of Vermont Agency of Transportation. Over the past eight years, Steadman Hill Consulting has prepared numerous reports for VTTrans that had been requested by the Vermont legislature: annual performance reports that set benchmarks and present statistics on all of the routes and transit services offered by Vermont's transit providers; the Section 35 study (2009) that examined options for making the delivery of service of public transportation more efficient; the Section 45 study (2008) of Amtrak service in Vermont and regional connectivity; the 2007 Public Transportation Policy Plan which examined many policy issues and developed the enhanced performance evaluation framework; the Human Service Transportation Coordination Plan; and a study of critical care transportation. In addition, Steadman Hill Consulting prepared the statewide Title VI Program for VTTrans in 2012, and the updated program in 2014.

CCTA Planning and Transit Assistance Contract. Since 2003, Stephen Falbel of Steadman Hill Consulting has been providing assistance to CCTA on a wide range of tasks related to planning and operations. Over the course of this contract, CCTA has assigned nearly 200 distinct tasks, including the following examples:

- Ridership counts and surveys on GMTA and CCTA bus routes
- Transit Development Plan for CCTA (urban area)
- Transit Development Plan for GMTA (rural area)
- Peer analysis
- Fare increase analysis using fare elasticity
- GIS analysis and route system development
- National Transit Database submissions
- Grant applications for CMAQ New Starts funding
- Support on the Burlington Transportation Plan and US 2 and VT 15 corridor studies
- Ridership analyses of existing and potential routes
- Policy analysis of local funding options
- 2014 Title VI Program, including new service standards, LEP and public participation plans
- Analysis of availability of disadvantaged business enterprises (DBE) and setting of procurement goals
- Updating of equal employment opportunity (EEO) program reports

Southern New Hampshire Planning Commission. In 2013, Steadman Hill Consulting conducted a feasibility study for new transit service between Manchester and Concord, NH in conjunction with SNHPC and the Central New Hampshire Regional Planning Commission. Using newly collected survey data and commuting data from the Census Bureau's OnTheMap tool, SHC designed a new express route to carry commuters between the two cities. Detailed schedules and ridership estimates were developed, as well as a funding plan to work within the available grant framework of the NH Department of Transportation. Service implementation is expected in Autumn 2014.

Southwest Region Planning Commission. In 2010, Steadman Hill Consulting completed a study of *Transit and Paratransit Service Options for the NH 12 Corridor* between Keene and Charlestown. The goal of the study was to develop expanded public transportation service to enhance mobility for residents and workers and promote economic activity. Seven service improvements were considered ranging from a modification of the schedule of the Keene City Express route to a detailed description of a new shopping shuttle between Bellows Falls and Keene. Several recommendations were developed to improve the performance of the CATS Charlestown route. Some recommendations have already been implemented by HCS and CATS. The project was completed in October 2010 with a total budget of \$12,000. The duration of the project was 6 months and the project was completed on time and within budget.

Two Rivers-Ottawaquechee Regional Commission. In 2008, Stephen Falbel completed the *Woodstock Public Transportation Business Plan*, a study of public transportation service in Woodstock, VT. This project included route design, ridership forecasting, cost estimation, financial analysis, evaluation of vehicles for use on the proposed route, and the creation of marketing materials to promote the new service. The total budget was \$72,500 and the project duration was 11 months. It was completed three months early and under budget.

Town of Hinesburg, VT. In 2007, Stephen Falbel managed the *Hinesburg Public Transportation Plan* for the Chittenden County Metropolitan Planning Organization and the Town of Hinesburg to develop feasible options for local public transportation service. The range of services included commuter transportation between Hinesburg and Burlington, non-emergency medical transportation for Hinesburg residents, and other local and regional trips for shopping and other purposes. The project team, including Robin Way, recommended several programs including commuter van service, a taxi voucher program, a volunteer driver program (“Hinesburg Rides”), and an expanded emphasis on carpooling. The project budget was \$30,000 and the duration was three months. It was completed under budget and on time.

RCT Planning Assistance Contract. Since 2011, Steadman Hill Consulting has assisted Rural Community Transportation in Vermont’s Northeast Kingdom with various planning activities under a task order contract. The largest task has been the preparation of a 10-year Transit Development Plan for RCT, but SHC has also assisted with minor scheduling adjustments to routes and the preparation of grant applications for state and federal grants. In 2013, SHC prepared a full Title VI Program for RCT.

Marble Valley Regional Transit District. Steadman Hill Consulting has worked on three separate projects for MVRTD, located in Rutland, VT. In 2011, SHC worked on a marketing study for MVRTD which included the initiation of an Unlimited Access program in cooperation with five local colleges and the Rutland Regional Medical Center. In 2012, SHC prepared a full slate of policy documents for MVRTD including a Title VI Program, a DBE program and an EEO program. In 2014, SHC is working as a subcontractor on a Strategic Plan for MVRTD.

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ATTACHMENTS

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

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 6 day of July in the year 2016 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Steadman Hill Consulting, Inc., with principal place of business at 6 First Ave., in the City of Montpelier, State of Vermont, and hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical services to develop a comprehensive Statewide Strategic Transit Assessment Study that would inventory and assess the needs of NH's public transit systems and intercity bus transportation network. These services are outlined in the CONSULTANT'S technical proposal dated February 23, 2015 and fee proposal dated April 1, 2016 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 DEPARTMENT is proposing the development of a Statewide Strategic Transit Assessment Study. This comprehensive study would inventory and assess the needs of NH's public transit systems and intercity bus transportation network, with the primary focus on transit systems that are funded with Federal Transit Administration (FTA) funds. This study would also identify statewide transit gaps and needs, evaluate the overall statewide transit system for new routes and transit services, and identify opportunities for improved interconnectivity within the statewide and regional transit network.

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

1. Baseline inventory utilizing GIS-based software
2. Transit system and FTA program analyses
3. Consultation with NHDOT and public transportation stakeholders
4. Public outreach and participation, including project website & social media
5. Gap analysis and demand forecasting relative to public transportation
6. Recommendations of ITS- and technology-based enhancements
7. Technical analysis of performance measures
8. Cost estimates of potential new or expanded facilities, including park & rides
9. Preparation of reports

Other specific tasks or projects as needed by the DEPARTMENT may also be assigned. 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 their immediate response/action.

B. SCOPE OF WORK

The CONSULTANT may be asked to perform any of the tasks listed below. The DEPARTMENT'S Bureau of Rail & Transit will assign tasks to the CONSULTANT as needed. The list below is not intended to be all-inclusive, additional scope items may be added by mutual agreement of the parties.

1. Inventory of NH's existing public transportation services (local, regional, and statewide), public transit vehicles, and transit capital infrastructure.

ARTICLE I

2. Summary of Department-managed FTA transit programs to include an evaluation of the adequacy of Department staffing and funding to meet existing and future State and FTA program requirements.
3. Coordination with the NH Regional Planning Commissions, State and Regional Coordinating Councils, and other transportation stakeholders to identify local, regional, and statewide issues and future concerns related to transit services.
4. Consultation with intercity bus providers, as required by FTA Circular 9040.1G Chapter VIII Section 4 *Intercity Bus Consultation Requirement*, as amended, to provide a statewide assessment of intercity bus service currently available and an assessment of existing needs.
5. Identification of existing and forecast demands for statewide transit services, vehicles, and infrastructure, to include the prioritization and projected funding for existing and expanded services, for replacement and additional transit vehicles, and for the maintenance of existing and construction of new transit facilities.
6. A public involvement process that includes public hearings, a project website, social media outreach, and surveys.
7. Evaluation of the current viability and the projected sustainability of the statewide transit system to include any future increases or decreases in the level of transit services, in the size of the transit vehicle fleet, and the number of transit facilities.
8. Establishment of performance measures to continually evaluate the effectiveness and efficiency of the statewide transit system.
9. Development of proposed scoring matrices, to include performance measures, for use in evaluating grant submittals for each FTA formula program that NHDOT administers.
10. Analysis related to integration of existing and new technologies and systems to improve the effectiveness of public transportation in NH, including cross-ticketing.
11. Analysis of the State's system of "Park & Ride" lots relative to current and future public transit utilization. Analysis shall include, but not be limited to, an inventory of existing sites with regard to ADA compliance, infrastructure inventory, parking constraints, roadway access issues, and recommendations for expansions, improvements, and investments, including cost estimates and funding sources. Analysis shall also include a statewide forecast of future "Park & Ride" lot needs and expansion priorities, recommended parking capacity and infrastructure, and cost estimates and funding sources. Analysis shall evaluate the system's current capacity and utilization, and make recommendations to increase capacity, efficiency, and to provide for overall system sustainability.
12. Production of a final report, including an executive summary, that is consistent with the professional quality expected of a statewide study.

ARTICLE I

Please note: This list is not intended to be exhaustive and is expected to be further refined following the first scoping meeting with the CONSULTANT.

C. STAFFING

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

D. QUALITY CONTROL

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. 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 non-compliant 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.

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F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data, if available, to the CONSULTANT:

1. Current State-owned vehicle inventory
2. Shapefiles & other GIS data related to public transportation
3. Historical data related to park & ride usage
4. Historical data pertaining to ridership
5. Applicable DEPARTMENT policies and procedures
6. Plans of existing DEPARTMENT-owned facilities (in PDF format and, upon request and if available, in MicroStation)
7. Other data and materials at the DEPARTMENT's discretion.

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 maintain 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 invoicing and 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

When plan submissions are required, 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

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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.

I. DELIVERABLES

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

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

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

Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. 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 2003 or NHDOT compatible version

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

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

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

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

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

Flash Drive formatted for Windows Operating System

File Transfer Protocol (FTP) site

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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 or *.DOCX), Microsoft Excel (*.XLS or *.XLSX), etc.) and an electronic version in Adobe Acrobat (*.PDF) file format.

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

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is **July 31, 2019**, 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 \$320,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$320,000.00 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:

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

= Task Order Cost

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

Direct Labor Rate (\$/hr)
+ Direct Labor Rate x Overhead Rate (%)

= Contract Labor Rate (\$/hr) for Base Period (CLRBP)

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

*Same formula for additional contract periods, when applicable.

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

ARTICLE II

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

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

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

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$50.00 per hour (including the annual contract adjustment rate) for the life of the Contract.

CONTRACT LABOR RATES (PER HOUR)

Steadman Hill Consulting, Inc.

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Principal	\$135.19*	\$135.19*	\$135.19*	\$
Administrative	\$86.66	\$86.66	\$86.66	\$

* The maximum contract labor rate allowed for this positions shall normally be \$86.66 per hour, but the higher rates indicated may be used for specific tasks requiring specialty services work when authorized in writing in advance by the DEPARTMENT.

CONTRACT LABOR RATES (PER HOUR)

Resource Systems Group, Inc.

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Senior Director	\$252.30*	\$252.30*	\$252.30*	\$
Senior Engineer	\$222.10*	\$222.10*	\$222.10*	\$
Director	\$201.97*	\$201.97*	\$201.97*	\$

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<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Senior Project Manager	\$140.17	\$140.17	\$140.17	\$
Consultant II	\$122.17	\$125.83	\$129.61	\$
Consultant I	\$106.26	\$109.44	\$112.73	\$
Analyst II	\$84.57	\$87.11	\$89.72	\$
Analyst I	\$73.80	\$76.02	\$78.30	\$

* The maximum contract labor rate allowed for these positions shall normally be \$140.17 per hour, but the higher rates indicated may be used for specific tasks requiring specialty services work when authorized in writing in advance by the DEPARTMENT.

CONTRACT LABOR RATES (PER HOUR)

TranSystems

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Senior Transportation Planner IV	\$157.37*	\$157.37*	\$157.37*	\$
Senior Transportation Planner III	\$127.31	\$127.31	\$127.31	\$
Transportation Planner II	\$98.64	\$101.59	\$104.64	\$
Transportation Planner I	\$78.09	\$80.43	\$82.84	\$

* The maximum contract labor rate allowed for these positions shall normally be \$127.31 per hour, but the higher rates indicated may be used for specific tasks requiring specialty services work when authorized in writing in advance by the DEPARTMENT.

CONTRACT LABOR RATES (PER HOUR)

McFarland Johnson, Inc.

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Regional Office/Division Manager	\$137.50*	\$137.50*	\$137.50*	\$
Senior Project Manager	\$137.50*	\$137.50*	\$137.50*	\$
Senior Project Engineer/Scientist	\$124.58	\$128.31	\$132.16	\$
Public Outreach Specialist	\$123.20	\$126.90	\$130.72	\$
Project Engineer/Scientist	\$115.78	\$119.25	\$122.83	\$

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<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Senior Engineer/Scientist	\$97.35	\$100.27	\$103.28	\$
Assistant Engineer/Scientist	\$90.48	\$93.19	\$95.98	\$
Junior Engineer/Scientist	\$68.06	\$70.10	\$72.21	\$
Senior Technician	\$77.08	\$79.39	\$81.78	\$
Technician	\$65.86	\$67.84	\$69.87	\$

* Maximum contract labor rate allowed for McFarland Johnson.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%.

4. **Overhead Factor** - The negotiated overhead factors 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.
 Steadman Hill Consulting: 73.32%
 Resource Systems Group, Inc.: 180.33%
 TranSystems, Inc.: 154.61%
 McFarland Johnson, Inc.: 175%

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

ARTICLE II

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** – Subconsultants Resource Systems Group, Inc., TranSystems, and McFarland Johnson, Inc. shall be reimbursed in the same manner as the prime consultant using the contact labor rates included in this agreement. Subconsultant costs for Schweiger Consulting may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

D. LUMP-SUM FORMAT

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

E. SUBCONSULTANT SUPPORTING SERVICES

The subconsultant firms included in this AGREEMENT are:

Schweiger Consulting - (Transit ITS)

F. INVOICING and PAYMENT

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

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

ARTICLE II

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

G. RECORDS - REPORTS

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

For applicable engineering tasks, 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 First Ave., Montpelier, Vermont.

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

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performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this 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

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

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the 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.

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G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant" and insurance – see Article IV.J.3. 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.

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b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

The CONSULTANT (or subconsultant) 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 \$1,500,000 in the aggregate for engineering services firms Resource Systems Group, Inc. and McFarland-Johnson, Inc. 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. Professional liability insurance is not required for planning services firms Steadman Hill Associates, Inc., TranSystems and Schweiger Consulting. 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

ARTICLE IV

CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

COMPLIANCE

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

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they 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.

ARTICLE IV

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

ARTICLE IV

supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

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

ARTICLE IV

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

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

Attachment 1

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

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

Steadman Hill Consulting, Inc.
(Company)

By: Steve McFall

President
(Title)

Date: 7/6/2016

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

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

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

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

Attachment 2

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

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

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

7/6/2016

(Date)

Steven M. Fallick

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the President and duly-authorized representative of the firm of Steadman Hill Consulting, 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.

7/6/2016
(Date)

Steve M. Jallat
(Signature)

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

except as here expressly stated (if any):

7/15/16
(Date)


(Signature)

Attachment 5

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

By: Linda Warner
Secretary

Dated: 7/16/16

CONSULTANT

By: Alan W. Fuller
President
(TITLE)

Dated: 7/16/2016

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Rowan

Dated: 7/15/16

THE STATE OF NEW HAMPSHIRE

By: [Signature]

Director of Project Development

for DOT COMMISSIONER

Dated: 7/15/16

Attorney General

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

Dated: 8/26/16

By: [Signature]
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

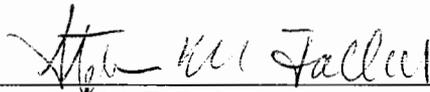
By: _____

Secretary of State

CERTIFICATE OF VOTE

I, Stephen M. Falbel, hereby certify that I am the sole member of the company known as Steadman Hill Consulting, Inc.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Steadman Hill Consulting, Inc. for the purpose of executing a contract for the Statewide Strategic Transit Assessment Study (29729), and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.



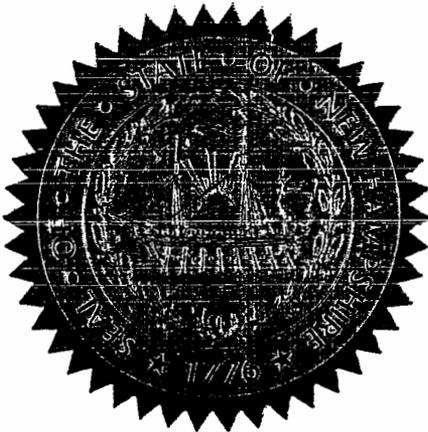
Stephen M. Falbel

7/6/2016
Date

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STEADMAN HILL CONSULTING, INC., a(n) Vermont corporation, is authorized to transact business in New Hampshire and qualified on June 17, 2016. I further certify that all fees 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 11th day of July, A.D. 2016

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2016

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

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

PRODUCER Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279		CONTACT NAME: Holly French PHONE (A/C, No, Ext): (802) 223-9655 FAX (A/C, No): (802) 223-7515 E-MAIL ADDRESS: hfrench@nwjinsurance.com	
INSURED Steadman Hill Consulting, Inc. 6 First Ave Montpelier VT 05602		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty NAIC # 29424 INSURER B: Hartford Casualty NAIC # 29424 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1510625492 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		04SBVV3420	9/29/2015	9/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Non-owned \$ 1,000,000
	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 DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	04WBCCR5874	10/8/2015	10/8/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Statewide Strategic Transit Assessment Study. Project #29729

New Hampshire DOT where required by written contract are named as Additionally Insured in regards to General Liability per form SS0008 04-05. 30 day cancellation is included per form SS1223 06-11.

CERTIFICATE HOLDER MDrouin@dot.state.nh.us New Hampshire DOT Michelle Drouin - Contract Administrator Finance & Contracts 7 Hazen Drive Concord, NH 03301	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 Holly French/HOLLY <i>Holly French</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2016

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

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

PRODUCER Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279		CONTACT NAME: Betsy Dutil, CPIW PHONE (A/C, No, Ext): (802) 223-7735 FAX (A/C, No): (802) 223-9649 E-MAIL ADDRESS: betsyd@nwjinsurance.com	
INSURED STEPHEN FALBEL 6 First Ave Montpelier VT 05602-3118		INSURER(S) AFFORDING COVERAGE INSURER A: Union Mutual Insurance NAIC # 25860 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1671427865 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	PAP0073629	7/19/2016	7/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UNINSURED MOTORIST \$ 500,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L EACH ACCIDENT \$ E.L DISEASE - EA EMPLOYEE \$ E.L DISEASE - POLICY LIMIT \$
X	Statewide Strategic Transit Assessment Study		Project Number 29729			

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

CERTIFICATE HOLDER Bureau of Finance & Contracts, New Hampshire DOT Michelle Drouin, Contracts Administrator 7 Hazen Drive Concord, NH 03301	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 B Dutil, CPIW/BETSY <i>Betsy D. Dutil</i>
--	---