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**JEFF BRILLHART, P.E.**  
**ACTING COMMISSIONER**

Bureau of Highway Design  
 January 5, 2015

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 Cardno TBE, Clearwater, FL, Vendor #171659, for an amount not to exceed \$500,000.00, for on-call services to identify subsurface utility facilities statewide, effective upon Governor and Council approval through January 31, 2018.

Funding is available as follows for FY 2015, and is contingent upon the availability and continued appropriation of funds in FY 2016, FY 2017, and FY 2018:

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
04-096-96-963515-3054 Consolidated Federal Aid				
046-500464 Gen Consultants Non-Benefit	\$80,000	\$170,000	\$170,000	\$80,000

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

**EXPLANATION**

The Department requires on-call consulting engineering and technical services to accurately identify the quality of subsurface utility information needed for highway plans, and for acquiring and managing that level of information during the development of a highway project. The consultant will also perform project coordination with utility companies for subsurface as well as above-ground utilities as required for various highway projects located throughout the State.

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for a Statewide On-Call Subsurface Utilities Engineering Services contract. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on October 11, 2012, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on November 8, 2012 for

consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on May 2, 2013 through a technical "Request for Proposal" (RFP). Committee members individually rated the firms' technical proposals on June 13, 2013 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

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

**Consultant Firm**

**Office Location**

**BSI Engineering, Inc.**

**Boston, MA**

**Cardno TBE**

**Clearwater, FL**

Holden Engineering & Surveying, Inc.

Concord, NH

Pathways Consulting, LLC

Lebanon, NH

**So-Deep**

**Manassas Park, VA**

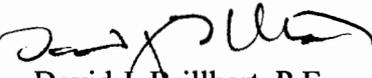
The firm of Cardno TBE has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services in two previous similar contracts with the Department. Background information on this firm is attached.

Cardno TBE has agreed to furnish the on-call services for an amount not to exceed \$500,000.00. 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 On-Call Subsurface Utility Engineering Services, 29037) 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,

  
David J. Brillhart, P.E.  
Acting Commissioner

**PROJECT: Statewide On-Call Subsurface Utility Engineering Services**

**DESCRIPTION:** One (1) Statewide On-Call Agreement, anticipated to have a maximum value of \$500,000 over a three-year term, is needed to provide on-call engineering and technical services to identify subsurface utility facilities needed for highway plans, and to acquire and manage the appropriate level of accuracy of information during the development of projects. The intent is to provide accurate mapping of existing underground utilities in three dimensions, in order to avoid unnecessary utility relocations, eliminate unexpected conflicts with utilities, enhance safety and reduce delays during construction. Services will also include project coordination with utility companies for subsurface utilities as well as above-ground utilities. This work will require Professional Engineer licensure in the State of New Hampshire. Past experience, knowledge and expertise with typical assignments noted above, ability to respond and complete assignments in a timely fashion and within budget are of the utmost importance. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services. Task Orders assigned under these Agreements will be negotiated as either a lump-sum or a modified cost-plus-fixed-fee method of compensation.

**Services Required: UTIL**

**SUMMARY**

BSI Engineering	3	3	3	3	3	3			18
Cardno TBE	2	1	1	1	1	1			7
So-Deep, Inc.	1	2	2	2	2	2			11

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations	Scoring of Firms			
	W E I G H T	BSI Engineering	Cardno TBE	So-Deep, Inc.
Comprehension of the Assignment	20%	15	19	20
Clarity of the Proposal	20%	14	16	18
Capacity to Perform in a Timely Manner	20%	17	18	17
Quality & Experience of Project Manager/Team	20%	17	17	18
Previous Performance	10%	8	9	9
Overall Suitability for the Assignment*	10%	8	8	8
Total	100%	79	87	90

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

- Ranking of Firms:
1. So-Deep
  2. Cardno
  3. BSI

Rating Considerations	Scoring of Firms			
	W E I G H T	BSI Engineering	Cardno TBE	So-Deep, Inc.
Comprehension of the Assignment	20%	18	20	18
Clarity of the Proposal	20%	15	18	19
Capacity to Perform in a Timely Manner	20%	16	18	17
Quality & Experience of Project Manager/Team	20%	16	18	16
Previous Performance	10%	6	10	6
Overall Suitability for the Assignment*	10%	7	9	7
Total	100%	78	93	83

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

- Ranking of Firms:
1. Cardno TBE
  2. So-Deep
  3. BSI

# EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	W E I G H T	BSI Engineering	Cardno TBE	So-Deep, Inc.
Comprehension of the Assignment	20%	0	19	18
Clarity of the Proposal	20%	0	19	18
Capacity to Perform in a Timely Manner	20%	0	18	18
Quality & Experience of Project Manager/Team	20%	15	19	16
Previous Performance	10%	0	9	7
Overall Suitability for the Assignment*	10%	0	9	7
<b>Total</b>	<b>100%</b>	<b>15</b>	<b>93</b>	<b>84</b>

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

- Ranking of Firms:
1. Cardno TBE
  2. So-Deep, Inc
  3. BSI Eng.

Rating Considerations	Scoring of Firms			
	W E I G H T	BSI Engineering	Cardno TBE	So-Deep, Inc.
Comprehension of the Assignment	20%	18	18	18
Clarity of the Proposal	20%	16	18	16
Capacity to Perform in a Timely Manner	20%	16	18	18
Quality & Experience of Project Manager/Team	20%	16	20	18
Previous Performance	10%	8	10	8
Overall Suitability for the Assignment*	10%	8	8	8
<b>Total</b>	<b>100%</b>	<b>82</b>	<b>92</b>	<b>86</b>

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

- Ranking of Firms:
1. Cardno
  2. So-Deep
  3. BSI

Rating Considerations	Scoring of Firms			
	W E I G H T	BSI Engineering	Cardno TBE	So-Deep, Inc.
Comprehension of the Assignment	20%	15	18	16
Clarity of the Proposal	20%	14	17	15
Capacity to Perform in a Timely Manner	20%	15	18	16
Quality & Experience of Project Manager/Team	20%	16	18	17
Previous Performance	10%	7	9	7
Overall Suitability for the Assignment*	10%	6	9	7
<b>Total</b>	<b>100%</b>	<b>73</b>	<b>89</b>	<b>78</b>

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

- Ranking of Firms:
1. CARDNO TBE
  2. SO DEEP
  3. BSI ENGINEERING

Rating Considerations	Scoring of Firms			
	W E I G H T	BSI Engineering	Cardno TBE	So-Deep, Inc.
Comprehension of the Assignment	20%	15	18	17
Clarity of the Proposal	20%	12	17	16
Capacity to Perform in a Timely Manner	20%	12	18	17
Quality & Experience of Project Manager/Team	20%	15	18	17
Previous Performance	10%	6	9	6
Overall Suitability for the Assignment*	10%	6	9	7
<b>Total</b>	<b>100%</b>	<b>66</b>	<b>89</b>	<b>80</b>

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

- Ranking of Firms:
1. Cardno-TBE
  2. SO-DEEP
  3. BSI ENGINEERING

# ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

## PART II - GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME TBE Group, Inc. d/b/a Cardno TBE			3. YEAR ESTABLISHED 1984	4. DUNS NUMBER 11-866-7930
2b. STREET Cranberry Corporate Center, 230 Executive Center, #115			5. OWNERSHIP a. TYPE Corporation <i>1-12-12</i>	
2c. CITY Cranberry Township	2d. STATE PA	2e. ZIP CODE 16066	b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Randy J. Seaver, CGC, Project Manager			7. NAME OF FIRM (If block 2a is a branch office) TBE Group, Inc. d/b/a Cardno TBE	
6b. TELEPHONE NUMBER (724) 776-4711		6c. E-MAIL ADDRESS Randy.Seaver@Cardno.com		
8a. FORMER FIRM NAME(S) (If any) Tampa Bay Engineering, Inc., TBE Group, Inc.			8b. YR ESTABLISHED 1984	8c. DUNS NUMBER 11-866-7930

### 9. EMPLOYEES BY DISCIPLINE

### 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	30	1	A05	Airport; Nav aids; Airport Lighting	1
08	CADD Technician	30	1	B02	Bridges	3
12	Civil Engineers	16		C08	Codes; Standards; Ordinances	1
15	Construction Inspectors/Specialists	24		C15	Construction Management	7
16	Construction Managers	8		E09	Environmental Impact Studies	5
18	Cost Engineer / Estimator	1		G01	Garages; Vehicle Maint; Parking Lot	1
19	Ecologists	2		G02	Gas Systems (Propane, Natural, etc.)	1
23	Environmental Engineer	5		H01	Harbors; Jetties; Piers; Ship Terminal	1
28	Geodetic Surveyor	3		H07	Highways, Streets; Airfield Paving; Parking Lots	6
29	Geographic Information System Spec.	6		I06	Irrigation; Drainage	1
30	Geologist	1		L03	Landscape Architecture	1
	Hydrographic Surveyor	2		P05	Planning (Community, Regional, Area wide and State)	3
	Land Surveyor	3		P06	Planning (Site, Installation, and Project)	1
39	Landscape Architect	1		P12	Power Generation, Transmission Distribution	1
47	Planner: Urban/Regional	4		R04	Recreation Facilities (Parks, Marinas)	1
48	Project Manager	30	2	S09	Structural Design; Special Structure	1
51	Safety / Occupational Health Engineer	1		S10	Surveying; Platting; Mapping; Flood Plain Studies	6
52	Sanitary Engineer	3		S13	Storm Water Handling & Facilities	5
53	Scheduler	3		T01	Telephone Systems - Rural, Mobile, Intercom	0
56	Specifications Writer	3		T03	Traffic & Transportation Engineering	4
57	Structural Engineer	4		W02	Water Resources; Hydrology; Ground Water	4
60	Transportation Engineer	7		W03	Water Supply; Treatment & Distribution	2
62	Water Resources Engineers	3		Z01	Zoning; Land Use Studies	2
	Drainage Engineers	3			Subsurface Utility Engineering (SUE)	8
	Highway Designers	9			Utility Coordination	5
	Right-of-Way Specialists	9			Right-of-Way Acquisition	6
	Site Designers	15			Project Development Environmental	1
	Subsurface Utility Engineering Tech.	74	48		Site Development	5
	National Fleet Manager	1			Environmental Remediation	4
	Utility Coordinator / Relocation	35	2		Subsurface Utility Mapping	1
	Brownfield Specialists	2				
	ODA Specialists	3				
	Survey Field Technicians	20				
Total		409	10			

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

### PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Federal Work	1
2. Non-Federal Work	8
3. Total Work	9

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

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

12a. NAME AND TITLE Robert L. Clemens, Vice President	12b. DATE 1/5/2012
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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

**STATEWIDE ON-CALL  
SUBSURFACE UTILITY ENGINEERING  
29037**

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

**PREAMBLE**

THIS AGREEMENT made this 5 day of Dec. in the year 2014 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 Cardno TBE, with principal place of business at 380 Park Place Boulevard, Suite 300, in the City of Clearwater, State of Florida, 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 identify subsurface utility facilities needed for plans, and to perform project coordination with utility companies for subsurface as well as above-ground utilities as required for various highway projects located throughout the STATE. These services are outlined in the CONSULTANT'S technical proposal dated May 31, 2013 and contract labor rate schedule dated August 13, 2014, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

## ARTICLE I

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

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

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

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

1. Perform engineering services to identify subsurface utility facilities needed for highway plans, and to acquire and manage the appropriate level of accuracy of information during the development of projects in order to avoid unnecessary utility relocations, eliminate unexpected conflicts with utilities, enhance safety and reduce delays during construction. These services should conform to standards and guidelines as described in ASCE Subsurface Utility Engineering publication CI/ASCE 38-02.
2. Perform project coordination with utility companies for subsurface utilities as well as above-ground utilities.

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

This Subsurface Utility Engineering (SUE) AGREEMENT shall include managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

Specifically, the following shall apply:

- a. Obtain all necessary permits from city/town, county, municipality, railroad or other entity to allow the CONSULTANT to work on existing streets, roads, and private property for the purpose of marking, measuring, and recording the location of existing underground utilities.
- b. Coordinate with utility companies, property owners and the appropriate governmental jurisdictions in researching the location(s) of existing utilities. Secure all "as-built" plans, plats, and other necessary data as supplied by the utility companies. While obtaining the information from the utility companies or governmental jurisdiction, the CONSULTANT shall ascertain the following information to include, but not be limited to the location, age, size, material type and general condition of the utility.
- c. Comply with STATE law requirements for the protection of underground facilities as specified in RSA 374:48-56 Underground Utility Damage Prevention System (DIG-SAFE).
- d. Notify the appropriate DEPARTMENT District Maintenance Engineer and submit a written traffic control plan a minimum of five (5) working days in advance of any traffic interruptions or lane closures prior to initiating any field surveys or test holes.

## ARTICLE I

- e. Submit a Survey Request Slip as required by Section E – WORK SCHEDULE AND PROGRESS REPORTS, below.
- f. Provide complete cleanup of work site with regard to any work performed by the CONSULTANT.
- g. Close out permits as required.
- h. Provide all electronic information in a format consistent with the DEPARTMENT'S CAD/D Procedures and Requirements.
- i. Submit a clearly itemized final bill and all final work products to the DEPARTMENT'S representative specified in the Authorization to Proceed.
- j. Initiate on-site SUE work within 15 working days of receipt of the Authorization to Proceed from the DEPARTMENT unless otherwise stated in the Authorization to Proceed. Completion and submission of all work products shall be as specified in the specific project's work task.

The CONSULTANT'S Licensed Professional Engineer stamp for the State of New Hampshire shall appear on the plans, reports and any other documents that will be submitted to the DEPARTMENT. Stamps shall be those of the professional engineers who prepared them or under whose direct supervisory control they were prepared.

### **C. SCOPE OF WORK (UTILITY COORDINATION)**

The CONSULTANT shall perform utility coordination with utility owners from the verification of existing facilities phase through the final relocation designs by utility owners. All correspondence shall conform to the DEPARTMENT's Utilities Section's format. The DEPARTMENT will provide sample electronic documents.

#### Description of Duties:

1. Fill out Utility Process Guide as project progresses. Copy the DEPARTMENT's Utilities Section on all correspondence. The DEPARTMENT's Utilities Section will distribute in-house copies.
2. Verification of existing facilities phase:
  - a. Distribute plans (two (2) per utility) to utility companies for verification of existing utilities (list of utilities furnished by the DEPARTMENT) with cover letter.
  - b. Review returned verification plans to confirm information requested has been provided.
  - c. Monitor schedules of submission returns (as outlined in the Utility Process Guide and as listed below):
    - Two weeks prior to due date of verification plans, contact the Utility owner for status report; copy the DEPARTMENT via telecom memo.
    - If needed, one week past due date contact the Utility owner for status; copy the DEPARTMENT via telecom memo.
    - If needed, two weeks past due date contact the Utility owner via written letter for status; copy the DEPARTMENT.

## ARTICLE I

3. Determination of conflicts and relocation designs:
  - a. The CONSULTANT shall identify conflicts for each utility.
  - b. The CONSULTANT shall highlight all utility conflicts on two (2) sets of plans to be used as office copies.
  - c. The CONSULTANT shall review the Public Hearing transcript for any commitments impacting utility relocations. Such commitments shall be stated in relocation request letters.
  - d. The CONSULTANT shall meet with the DEPARTMENT to review the conflicts prior to sending the relocation request to the Utility owners.
  - e. After the meeting with the DEPARTMENT, the CONSULTANT shall submit one (1) set of highlighted plans, showing all utility conflicts, to the DEPARTMENT (office copy).
  - f. The CONSULTANT shall forward, to each Utility owner a relocation request containing a cover letter, two (2) sets of plans and cross sections with all of the conflicts corresponding to that utility highlighted. The cover letter to the Utility owners shall itemize these conflicts. Only conflicts of the appropriate Utility owners shall be highlighted on the relocation requests.
  - g. Meet with Utility companies prior to return of relocation design to provide updated plans and design revisions and review relocation design concepts.
  - h. Upon return of the relocation design from the Utility owner, the CONSULTANT will verify conflicts have been addressed in accordance to DEPARTMENT relocation policy.
  - i. Submissions shall be monitored in accordance with 2-c above.
4. The CONSULTANT shall schedule meetings with the DEPARTMENT to review utility designed relocations as submissions are returned (after verifying that conflicts have been addressed).
5. Upon approval of the relocation design, the CONSULTANT shall send out approval letters. This letter shall also request schedules and time frames for the construction of the relocations.
6. The CONSULTANT shall prepare the Utilities portion of the Prosecution of Work, containing Utility contacts, relocation schedules and time frames and any project specific issues that may effect the Contractor's operations.
7. The CONSULTANT shall prepare a draft of all Force Account Agreements. The DEPARTMENT will finalize and execute the Agreement.
8. The CONSULTANT shall prepare a utility certificate defining all utility impacts that have been identified and the appropriate resolution, including which relocations are non-reimbursable vs. reimbursable.

### **D. STAFFING**

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

## ARTICLE I

negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the substitution in writing and provide resumes for the new individuals at least 14 days in advance of the proposed substitutions, for review by the DEPARTMENT.

### **E. QUALITY CONTROL**

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

### **F. 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.

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

The DEPARTMENT will furnish the CONSULTANT with the following, in electronic and/or hardcopy format, as needed to perform the assigned work:

- a. Copies of applicable manuals, policies and procedures, forms, or other standard documentation.
- b. Copies of applicable "as-built" plans showing information pertinent to the work.
- c. Information, if known, on involved utilities, such as owner name, contact person, easement records, or utility maps; provided, however, that the DEPARTMENT does not warrant the accuracy or completeness of such information.

## ARTICLE I

- d. Prints or electronic files of project plans, profiles, cross sections, details, or correspondence pertinent to the work.
- e. Alignment, centerline, profile, and survey control data, when available.
- f. Initial liaison contact with utility owners and property owners as necessary to facilitate the CONSULTANT'S access to pertinent records or property.

### **H. 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.

As needs develop, the DEPARTMENT will assign specific project work tasks to the CONSULTANT. These tasks will be initiated by a brief written letter that will define the project status, the materials to be supplied by the DEPARTMENT and the scope of work. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope-of-work proposal (including overhead and fee) and a tentative work schedule for each project assigned. The DEPARTMENT will review the proposal, estimate and work schedule and, upon approval, issue an "Authorization-to-Proceed Letter." A conference may be required to turn over some project assignments to the CONSULTANT.

Upon receipt of the Authorization to Proceed, the CONSULTANT shall submit a Survey Request Slip to the DEPARTMENT'S Chief of Design Services to request the services of a DEPARTMENT Survey Crew for locating the utilities. Upon review of the Survey Request and the CONSULTANT'S work schedule, the Chief of Design Services will determine whether a DEPARTMENT Survey Crew will be available within a reasonable timeframe. In the event that a DEPARTMENT Survey Crew is not available, the CONSULTANT will be authorized to utilize the services of one of the private survey firms included in this AGREEMENT, and the fee shall be adjusted accordingly.

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. Schedules and manpower needs will be monitored and adjusted, if needed, as the work progresses.

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

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

## ARTICLE I

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

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

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of the provided information. Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment. In addition, any submission by the CONSULTANT shall also include a hard copy of all plans on 22 in. x 34 in. sheets, as well as all CAD/D files, analysis calculations, and any other reports deemed necessary as part of the assigned work. Final plans provided shall be submitted in waterproof ink on permanent, archival-quality, double-matte, polyester-base film (.004 in. thick) or silver halide emulsion ("wash-off") reproduction on polyester-base film (.004 in. thick).

The CONSULTANT will be expected to support the results of any subsurface investigation or utility coordination in any issues resulting from review by the DEPARTMENT, in the public participation phase (including agency coordination) or construction, with documentation of said subsurface investigations or utility coordination.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in their original format and in the format submitted to the DEPARTMENT.

### **J. 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

## ARTICLE I

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/](http://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 2003 or NHDOT compatible version
- Spreadsheets: Microsoft Excel 2003 or NHDOT compatible version
- Databases: Microsoft Access 2003 or NHDOT compatible version

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

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

- Compact Disc (CD): Files on CD(s) should be actual size, not compressed.
- DVD: Files on DVD(s) should be actual size, not compressed.
- Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

**Copies:** The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (\*.DGN), Microsoft Word (\*.DOC), Microsoft Excel (\*.XLS), etc.) and an electronic version in Adobe Acrobat (\*.PDF) file format.

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

### **K. DATE OF COMPLETION**

The date of completion for the professional services rendered under this AGREEMENT is January 31, 2018 unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

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

## ARTICLE II

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

#### A. AGREEMENT GENERAL FEE

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

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

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

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

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$50.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a \$135.14 per hour maximum contract labor rate.

### CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Sr. Project Manager	\$135.14*	\$135.14*	\$135.14*	\$
Project Engineer	\$135.14*	\$135.14*	\$135.14*	\$
Project Manager	\$135.14*	\$135.14*	\$135.14*	\$
Geologist	\$135.14*	\$135.14*	\$135.14*	\$
Assistant Geologist	\$90.95	\$93.68	\$96.49	\$
Project Surveyor	\$130.41	\$134.32	\$135.14*	\$
Assistant Project Manager	\$120.43	\$124.04	\$127.76	\$
SUE Manager	\$108.51	\$111.77	\$115.12	\$
Utility Coordinator/Assistant PM	\$99.70	\$102.69	\$105.77	\$
Professional Engineer	\$80.54	\$82.96	\$85.45	\$
SUE Technician Lead	\$75.70	\$77.97	\$80.31	\$

**ARTICLE II**

SUE Technician III	\$73.24	\$75.44	\$77.70	\$
SUE Technician II	\$52.11	\$53.67	\$55.28	\$
SUE Technician I	\$36.41	\$37.50	\$38.63	\$
CAD/D Technician	\$80.78	\$83.20	\$85.70	\$
Admin/Technical Support	\$56.38	\$58.07	\$59.81	\$

\* Maximum contract labor rate allowed under this AGREEMENT.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%.
4. **Overhead Factor** - The negotiated overhead factor (170.27%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as designating/GPR truck and equipment, vacuum excavation truck and equipment, consultant field survey, traffic control and police details, special electronic computer services, services of other specialists, printing, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

## ARTICLE II

7. **Subconsultant Costs** – Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

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

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

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

CLD Consulting Engineers, Inc.	Survey Services
Doucet Survey, Inc.	Survey Services
McFarland-Johnson, Inc.	Utility Coordination Services

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

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

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

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

## ARTICLE II

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**

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 380 Park Place Boulevard, Suite 300, Clearwater, Florida.

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

#### **C. EXTENT OF CONTRACT**

##### **1. Contingent Nature of AGREEMENT**

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

##### **2. Termination**

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

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

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

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

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

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

## ARTICLE IV

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

### **E. ADDITIONAL SERVICES**

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

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

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

### **F. OWNERSHIP OF PLANS**

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

### **G. SUBLETTING**

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

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

## ARTICLE IV

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

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

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

### **I. BROKERAGE**

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

### **J. CONTRACTUAL RELATIONS**

#### **1. Independent Contractor**

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

#### **2. Claims and Indemnification**

##### **a. Non-Professional Liability Indemnification**

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

##### **b. Professional Liability Indemnification**

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

## ARTICLE IV

CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

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

### 3. Insurance

#### a. Required Coverage

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

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

#### b. Proof of Insurance

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

### 4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant

## ARTICLE IV

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

### 5. Construction of AGREEMENT

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

### **K. AGREEMENT MODIFICATION**

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

### **L. EXTENSION OF COMPLETION DATE(S)**

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

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

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

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

## ARTICLE IV

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

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

## ARTICLE IV

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

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

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

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

### **O. DOCUMENTATION**

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

## ARTICLE IV

### **P. CLEAN AIR AND WATER ACTS**

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

Attachment 1

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

The CONSULTANT Cardno DBA Cardno TBE, ~~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.

Cardno D/B/A Cardno TBE  
(Company)  
By: [Signature]  
Vice President  
(Title)

Date: 12-5-14

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

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

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

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

*Attachment 2*

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

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

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

12-5-14

(Date)

 V.P.

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Vice President and duly-authorized representative of the firm of Cardno P/B/A Cardno TBE, and that neither I nor the above firm I here represent has:

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

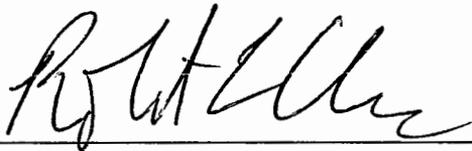
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving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

except as here expressly stated (if any):

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

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

12-5-14  
(Date)

  
(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

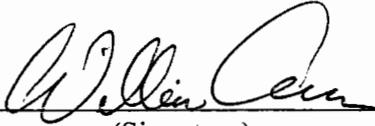
William J. Cass, P.E.  
Director of Project Development

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

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

except as here expressly stated (if any):

\_\_\_\_\_  
12/5/14  
(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: JJ JEFFREY A. MEYER DIRECTOR

Dated: 12/05/14

CONSULTANT

By: [Signature]  
Vice President  
(TITLE)

Dated: 12-5-14

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: 12/5/14

THE STATE OF NEW HAMPSHIRE

By: [Signature]  
William J. Cass, P.E.  
Director of Project Development  
For DOT COMMISSIONER

Dated: 12/5/14

**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: 12/12/14

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



December 5, 2014

Cardno, Inc.

Attention: **William Hardiman**

Address 10004 Park Meadows  
Drive Suite 300, Lone Tree, CO  
80124  
USA

**Re: 29037, Statewide On-Call Subsurface Utility Engineering Agreement**

Phone: (+1) 720-257-5800  
Fax: (+1) 720-257-5801

Dear Mr. Hardiman:

[www.cardno.com](http://www.cardno.com)

As requested this letter certifies that the table of authority represents the level granted by the company and remains in full force and effect. Robert (Bob) Clemens as a Vice President/Principal and Business Unit Manager over the EES Utility & Survey North-West has the authority to execute this contract on behalf of Cardno, Inc d/b/a Cardno TBE a professional services firm.

Please do not hesitate to call Bob Clemens at 317-491-5716 if you have any questions. Thank you in advance for your acceptance of these two documents in execution of this contract since we don't have a Certificate of Authority/Vote.

Regards,

Bill Roberts  
Vice President and General Counsel  
Cardno, Inc.

Agreed and Consented to as of 12/5/2014 (date):

Entity Name: Cardno Inc. dba Cardno TBE By: \_\_\_\_\_

Print name: William J. Roberts Title: Vice President & General Counsel

LEVEL OF AUTHORITY BY POSITION (NOTE: AUTHORITY MAY BE DELEGATED WHEN APPROPRIATE)

Chief Executive Officer	Group CFO & Executive Director Cardno Limited	Regional General Manager & GM Global Business Services	Division Manager / Regional CFO / Group CID / Regional HR Managers	Area Manager / Regional IT Mgrs Operations Manager EM	Business Unit Manager	Branch Manager	Project Director	Project Manager	Other Staff
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**PROJECTS**

<p><b>Approval to proceed with Proposal Preparation and Submission</b> <i>(Refer to Proposal Go/No Go Test – DF1-2. For construction projects, Go/No Go Test for Construction – DF1-9, must also be completed)</i></p>	<p>Cost of proposal &gt;\$150,000 OR Gross fee &gt;\$5,000,000 plus any contract with construction risk to be discussed with CEO</p> <p>Cost of proposal &lt;\$150,000 AND Gross fee &lt;\$5,000,000 plus any contract with construction risk to be discussed with CEO</p> <p>Cost of proposal &lt;\$100,000 AND Gross fee &lt;\$2,000,000 No construction risk (DM and RCFO)</p> <p>Cost of proposal &lt;\$50,000 AND Gross fee &lt;\$1,000,000 No construction risk (Area Manager DM EM)</p> <p>Cost of proposal &lt;\$20,000 AND Gross fee &lt;\$500,000 No construction risk</p> <p>Cost of proposal &lt;\$10,000 AND Gross fee &lt;\$300,000 No construction risk</p> <p>Cost of proposal &lt;\$5,000 AND Gross fee &lt;\$100,000 No construction risk</p>	<p>Appoints Project Manager and Project Director as required</p>	<p>Appoints all Project Personnel after agreement by Business Unit Manager</p>
<p><b>Final acceptance of contract terms</b> <i>(After review of all non-standard terms by Risk Manager)</i></p>	<p>Gross fee &gt;\$5,000,000 All non-standard terms to be reviewed by Group Legal Manager</p> <p>Gross fee &lt;\$5,000,000 All non-standard terms to be reviewed by CEO and Group Legal Manager</p> <p>Gross fee &lt;\$2,000,000 All non-standard terms to be reviewed by Regional General Manager and Group Legal Manager</p> <p>Gross fee &lt;\$1,000,000 All non-standard terms to be reviewed by Division Manager and Group Legal Manager</p> <p>Gross fee &lt;\$500,000 All non-standard terms to be reviewed by Division Manager and Group Legal Manager</p> <p>Gross fee &lt;\$300,000 All non-standard terms to be reviewed by Division Manager and Group Legal Manager</p> <p>Gross fee &lt;\$100,000 All non-standard terms to be reviewed by Division Manager and Group Legal Manager</p>	<p>Appoints Project Manager and Project Director as required</p>	<p>Appoints all Project Personnel after agreement by Business Unit Manager</p>
<p><b>Scope Changes and Variations</b></p>	<p>Gross fee &gt;\$5,000,000 plus any variation with construction risk</p> <p>Gross fee &lt;\$5,000,000 No construction risk</p> <p>Gross fee &lt;\$2,000,000 No construction risk</p> <p>Gross fee &lt;\$1,000,000 No construction risk</p> <p>Gross fee &lt;\$500,000 No construction risk</p> <p>Gross fee &lt;\$300,000 No construction risk</p> <p>Gross fee &lt;\$100,000 No construction risk</p> <p>Recommends to Business Unit Manager/Branch Manager</p> <p>Submits to client</p>	<p>Appoints Project Manager and Project Director as required</p>	<p>Appoints all Project Personnel after agreement by Business Unit Manager</p>
<p><b>Variation to Contract Conditions</b></p>	<p>All non-standard terms to be reviewed by Group Legal Manager</p> <p>All non-standard terms to be reviewed by CEO and Group Legal Manager</p> <p>All non-standard terms to be reviewed by Regional General Manager and Group Legal Manager</p> <p>All non-standard terms to be reviewed by Division Manager and Group Legal Manager</p> <p>All non-standard terms to be reviewed by Division Manager and Group Legal Manager</p> <p>All non-standard terms to be reviewed by Division Manager and Group Legal Manager</p> <p>All non-standard terms to be reviewed by Division Manager and Group Legal Manager</p> <p>All non-standard terms to be reviewed by Division Manager and Group Legal Manager</p>	<p>Appoints Project Manager and Project Director as required</p>	<p>Appoints all Project Personnel after agreement by Business Unit Manager</p>
<p><b>Signing of Project Deliverables including Approve and/or Certify Drawings</b> <i>Note: in accordance with professional registration requirements</i></p>	<p>As per Register of Responsibility Levels, Signatures and Initials (DF11-2)</p>		



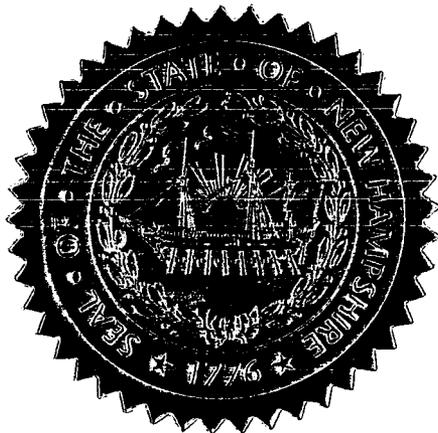
## LIST OF CARDNO INC. PRINCIPALS / OFFICERS

Name	Title
Paul Gardiner	President
Michael S. Landry	Treasurer
Michael Pearson	Secretary
William J. Roberts	Vice President & Asst. Secretary
Pat Beyer	Vice President
Todd Williams	Vice President
Robert Kroeger	Vice President
Paul J. Grillo	Vice President
Alan C. Agadoni	Vice President
Donald W. Beck	Vice President
Robert Lee Clemens, Jr.	Vice President
Mark Pitchford	Vice President
Craig Snyder	Vice President
Keith Romstad	Vice President
Andrew Hill	Assistant Vice President
Jeff Sowers	Assistant Vice President
Rob Hedrick	Assistant Vice President
Jim Allen	Assistant Vice President
Cassie Grimes	Assistant Vice President
David Wilson	Assistant Vice President
Matthew Kwiatkowski	Assistant Vice President
Tony DiMarino	Assistant Vice President
Tom Hurley	Assistant Vice President
Vincent Reger	Assistant Vice President
Scott L. Hanson	Assistant Vice President
Alexis E. Paniagua	Assistant Vice President
Akhtar Zaman	Assistant Vice President

# 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 TBE Group, Inc. doing business in New Hampshire as Cardno TBE, a(n) Florida corporation, is authorized to transact business in New Hampshire and qualified on November 30, 2004. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5<sup>th</sup> day of December, A.D. 2014

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

William M. Gardner  
Secretary of State





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno TBE	
POLICY NUMBER See Certificate Number: 570056058922			
CARRIER See Certificate Number: 570056058922	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Allied World National Assurance Company	10690
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
G				03092257 Excess	09/30/2014	09/30/2015	Aggregate	\$15,000,000
							Each Occurrence	\$15,000,000
	WORKERS COMPENSATION							
D		N/A		WC039901295 WC _ (IL, KY, NC, NH, UT, VT)	09/30/2014	09/30/2015		
D		N/A		WC039901294 WC _ (AK, AZ, GA, VA)	09/30/2014	09/30/2015		
D		N/A		WC025842892 WC _ (FL, NE, OR)	09/30/2014	09/30/2015		
C		N/A		WC025842891 WC _ (CA)	09/30/2014	09/30/2015		
D		N/A		WC012055045 WC _ (MA, ND, OH, WA, WI, WY)	09/30/2014	09/30/2015		
	OTHER							
F	Poll Legal Liab			002161700 Pollution	09/30/2014	09/30/2015	occurrence	\$5,000,000
							Aggregate	\$5,000,000



# ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Aon Risk Services Southwest, Inc.		<b>NAMED INSURED</b> Cardno TBE	
<b>POLICY NUMBER</b> See Certificate Number: 570056058922			
<b>CARRIER</b> See Certificate Number: 570056058922	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**CARDNO NAMED INSUREDS**

ATC Group Services, Inc.  
 Cardno EM-Assit, Inc.  
 Cardno Emerging Markets USA, Ltd.  
 Cardno ENTRIX  
 Cardno ERI  
 Cardno GS, Inc.  
 Cardno Haynes Whaley, Inc.  
 Cardno JFNew  
 Cardno MMA  
 Cardno NC, Inc.  
 Cardno TBE (AZ)  
 Cardno TBE (FL)  
 Cardno TBE; TBE Group, Inc.  
 Cardno TEC, Inc.  
 Cardno USA, Inc.  
 Cardno WRG, Inc.  
 Cardno WRG, Inc. dba WRG Designs Inc.  
 Cardno, Inc (OR)  
 Cardno, Inc. (TX)  
 Cardno, Inc. (FL)  
 Cardno PPI Engineering & Construction, Services LLC., PPI Technology Services, LLC., PPI Quality & Asset Management, LLC., and its Affiliated Companies  
 Entrix Inc. dba Cardno Entrix  
 Environmental Resolutions, Inc.  
 J.F. New & Associates, Inc.  
 JFNew  
 Marshall Miller & Associates, Inc.  
 TBE Group (Canada) ULC  
 TBE Group, Inc. (Adden)  
 TBE Group, Inc. dba: Cardno TBE  
 TBE Group, Inc., Cardno TBE  
 TBE Professional Services, PLLC  
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