



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Turnpikes
February 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 HNTB Corporation, Westbrook, ME, Vendor #175663, for an amount not to exceed \$600,000, for on-call Turnpike-related consulting services, effective upon Governor and Council approval, through April 30, 2019. 100% Turnpike Funds.

Funding is available as follows for FY 2016 and FY 2017, and is contingent upon the availability and continued appropriation of funds in FY 2018 and FY 2019:

Table with 5 columns: Line Item, FY 2016, FY 2017, FY 2018, FY 2019. Rows include Administration - Support and Renewal and Replacement for Gen Consultants Non-Benefit.

The Turnpike Administration – Support, AU 7022, and Turnpike Renewal and Replacement, AU 7025, are 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 professional consulting services to provide on-call Toll System services for the Central and Eastern Turnpikes. Typical assignments that are anticipated include all types of traffic and revenue studies, preparation and representation for bond issuances, E-ZPass Customer Service Center oversight, reconciliation, marketing, signing, violation enforcement oversight, high speed tolling and All Electronic Tolling design and oversight of installation for new or retrofit existing facilities, preparation and/or assistance in draft legislation in regard to the toll system, toll system data and traffic analysis, Toll plaza engineering and design for conventional and Open Road Tolling facilities, development of RFQ/RFP for Special Projects (i.e. Rest Area Redevelopment), air/noise/soundwall studies, equity studies, bridge design, culvert inspection services, and other special toll system related assignments.

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for two (2) Statewide On-Call Toll System Services contracts. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on November 24, 2014, 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 January 8, 2015 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, five shortlisted firms were notified on March 11, 2015 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on April 23, 2015 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. (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 five firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the two (2) highest-ranking firms were asked to submit a fee proposal for negotiations.

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

Consultant Firm

AECOM Technical Services, Inc.
CDM Smith
 Gannett Fleming
 HDR Engineering, Inc.
HNTB Corporation
 IBI Group
Jacobs Engineering Group Inc.
 Parsons Brinckerhoff
Stantec Consulting Services Inc.

Office Location

Manchester, NH
Manchester, NH
 Newton, MA
 Boston, MA
Westbrook, ME
 Boston, MA
Bedford, NH
 Manchester, NH
Auburn, NH

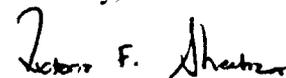
The firm of HNTB Corporation has been recommended for one of the two contracts. The second contract, with Jacobs Engineering Group, Inc., is being processed separately. HNTB Corporation has an excellent reputation and has demonstrated their capability to perform the required services in previous similar contracts with the Department. Background information on this firm is attached.

HNTB Corporation has agreed to furnish the on-call services for an amount not to exceed \$600,000.00. 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 Toll System Services 40479) 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

PROJECT: Statewide On-Call Toll System Services

DESCRIPTION: Two (2) Statewide On-Call Agreements, anticipated to have a maximum value of \$600,000 each over a three-year term, are needed to provide on-call toll system services, project development, maintenance task support and special task efforts for the Central and Eastern Turnpikes. Typical assignments that are anticipated include all types of traffic and revenue studies, preparation and representation for bond issuances, E-ZPass Customer Service Center oversight, toll violation enforcement oversight, preparation and/or assistance in draft legislation in regard to the toll system, toll system data and traffic analysis, toll plaza engineering and design for conventional, Open Road Tolling (ORT) and All Electronic Tolling (AET) facilities, development of RFQ/RFP for Special Projects (i.e. Rest Area Redevelopment, air/noise/soundwall studies, equity studies) overall turnpike program assessment, renewal and replacement program assessment, and other special toll system related assignments.

Services Required: TRAF, RDWY, STRC, BRDG, CIVL

SUMMARY

AECOM Technical Services, Inc.	4	5	4	5	5				23
CDM Smith	3	3	3	3	4				16
HNTB Corporation	1	2	2	1	1				7
Jacobs Engineering Group, Inc.	2	1	1	2	2				8
Stantec Consulting Services, Inc.	5	4	5	4	3				21

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	WEIGHT	Scoring of Firms				
		AECOM Technical Services, Inc.	CDM Smith	HNTB Corporation	Jacobs Engineering Group, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	16	18	20	19	15
Clarity of the Proposal	20%	16	17	19	19	10
Capacity to Perform in a Timely Manner	20%	17	17	19	19	16
Quality & Experience of Project Manager/Team	20%	18	18	20	20	15
Previous Performance	10%	7	8	10	10	6
Overall Suitability for the Assignment*	10%	7	8	10	10	5
Total	100%	81	86	98	97	67

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

- Ranking of Firms:
1. HNTB
 2. Jacobs
 3. CDM Smith
 4. AECOM
 5. Stantec

Rating Considerations	WEIGHT	Scoring of Firms				
		AECOM Technical Services, Inc.	CDM Smith	HNTB Corporation	Jacobs Engineering Group, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	16	18	20	20	17
Clarity of the Proposal	20%	17	18	20	20	16
Capacity to Perform in a Timely Manner	20%	17	17	19	19	17
Quality & Experience of Project Manager/Team	20%	16	17	19	19	17
Previous Performance	10%	6	8	9	10	7
Overall Suitability for the Assignment*	10%	6	8	9	9	7
Total	100%	78	86	96	97	81

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

- Ranking of Firms:
1. Jacobs
 2. HNTB
 3. CDM Smith
 4. Stantec
 5. AECOM

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms					
	W E I G H T	AECOM Technical Services, Inc.	CDM Smith	HNTB Corporation	Jacobs Engineering Group, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	17	19	20	20	17
Clarity of the Proposal	20%	16	18	19	20	14
Capacity to Perform in a Timely Manner	20%	18	18	19	19	16
Quality & Experience of Project Manager/Team	20%	17	19	19	19	16
Previous Performance	10%	8	8	10	10	7
Overall Suitability for the Assignment*	10%	7	8	10	10	7
Total	100%	83	90	97	98	77

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

- Ranking of Firms:
- | | |
|---------------------|-------------------|
| 1. <i>Jacobs</i> | 4. <i>AECOM</i> |
| 2. <i>HNTB</i> | 5. <i>Stantec</i> |
| 3. <i>CDM Smith</i> | |

Rating Considerations	Scoring of Firms					
	W E I G H T	AECOM Technical Services, Inc.	CDM Smith	HNTB Corporation	Jacobs Engineering Group, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	15	15	20	18	15
Clarity of the Proposal	20%	18	18	18	18	15
Capacity to Perform in a Timely Manner	20%	19	19	19	20	17
Quality & Experience of Project Manager/Team	20%	15	18	19	19	18
Previous Performance	10%	5	8	10	9	8
Overall Suitability for the Assignment*	10%	5	9	9	10	8
Total	100%	77	87	95	94	81

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

- Ranking of Firms:
- | | |
|--|---|
| 1. <i>HNTB CORPORATION</i> | 4. <i>STANTEC CONSULTING SERVICES, INC.</i> |
| 2. <i>JACOBS ENGINEERING GROUP, INC.</i> | 5. <i>AECOM TECHNICAL SERVICES, INC.</i> |
| 3. <i>CDM SMITH</i> | |

Rating Considerations	Scoring of Firms					
	W E I G H T	AECOM Technical Services, Inc.	CDM Smith	HNTB Corporation	Jacobs Engineering Group, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	7	8	10	10	9
Clarity of the Proposal	20%	6	7	10	9	6
Capacity to Perform in a Timely Manner	20%	7	7	10	9	9
Quality & Experience of Project Manager/Team	20%	5	8	10	10	9
Previous Performance	10%	7	7	9	7	7
Overall Suitability for the Assignment*	10%	7	7	10	9	7
Total	100%	64	77	99	94	84

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

- Ranking of Firms:
- | | |
|-------------------|---------------------|
| 1. <i>HNTB</i> | 4. <i>CDM SMITH</i> |
| 2. <i>JACOBS</i> | 5. <i>AECOM</i> |
| 3. <i>STANTEC</i> | |

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART I - GENERAL QUALIFICATIONS

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

FIRM (OR BRANCH OFFICE) NAME HNTB Corporation			3. YEAR ESTABLISHED 1993	4. DUNS NUMBER 088229513
2b. STREET 340 County Road, Suite 6C			OWNERSHIP a. TYPE S-Corporation	
2c. CITY Portland	2d. STATE ME	2e. ZIP CODE 04092		
6a. POINT OF CONTACT NAME AND TITLE Paul Godfrey, PE, Associate Vice President			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER (207) 774-5155		6c. E-MAIL ADDRESS pgodfrey@hntb.com		
7. NAME OF FIRM (if block 2a is a branch office) HNTB Holdings, Ltd.			7-11-13	

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			
2	Administrative	779	1	A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	9
8	CADD Technician	193	2	A06	Airports; Terminals & Hangars	9
12	Civil Engineer	444	11	B02	Bridges	10
15	Construction Inspector	174	4	C15	Construction Management	10
16	Construction Manager	162	2	C18	Cost Estimating	9
48	Project Manager	132	3	D02	Dams, Dikes, Levees	6
57	Structural Engineer	187	1	E09	Environmental Impact Studies	9
58	Technician/Analyst	252	1	H07	Highways, Streets, Airfield Paving	10
60	Transportation Engineer	574	10	L03	Landscape Architecture	8
62	Water Resources Engineer	49	1	P05	Planning (Community, Regional, State)	8
				P06	Planning (Site, Installation & Project)	8
				R03	Railroad	10
				R06	Rehabilitation	8
				S09	Structural Design	8
				S10	Surveying	8
				S13	Storm Water Handling & Facilities	8
				T02	Testing & Inspection Services	7
				T03	Traffic & Transportation Engineering	10
				W02	Water Resources; Hydrology; Groundwater	6
				W03	Water Supply; Treatment & Distribution	7
	Other Employees	598	0			
	Total	3,544	35			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

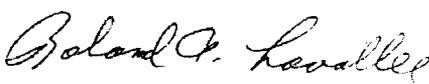
PROFESSIONAL SERVICES REVENUE INDEX NUMBER

a. Federal Work	9
b. Non-Federal Work	10
c. Total Work	10

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE January 29, 2013
---	------------------------------------

c. NAME AND TITLE
Roland Lavallee, Office Leader

FOR LOCAL REPRODUCTION

STANDARD FORM 330 (1/2004)

MANDATORY USE DATE OF FORM 5/1/2004

PAUL GODFREY, PE (CONTINUED)

Maine, speed study, toll adjustment studies, alternatives program evaluation, toll system evaluation, regional air quality impacts study and analysis of a regional toll system.

Maine Turnpike Authority, Toll Road Revenue Estimation, Various Locations, ME

Paul was involved in multiple revenue estimations for new toll rate structure alternatives for the Maine Turnpike Authority. HNTB was asked to study various toll scenarios designed to provide additional revenue needed for the Turnpike's modernization program. Paul was responsible for estimating the toll revenue to be generated under various toll scenarios, both under the current fixed fare barrier toll system, and for other feasible systems, including an open barrier toll system. He also performed diversion analysis to estimate the volume of traffic diverting based on scenario toll structures. These revenue estimations were the basis for a toll increase decision made by the Maine Turnpike Authority in 1999, 2005, 2009 and for the November 1, 2012 toll adjustment.

Maine Turnpike Authority, West Gardiner/Gardiner I-295 Toll Plaza Study, West Gardiner, ME

Project manager responsible for the documentation of feasible options for replacement or rehabilitation of the existing West Gardiner and Gardiner I-295 toll plazas. Study involved assessment of the geometric design considerations of an ORT facility at West Gardiner I-95, Gardiner I-295 and at two combined locations north of Mile 103, number of lanes necessary to serve projected traffic demand, high-level environmental evaluation, and development of conceptual construction cost estimates.

Maine Turnpike Authority, Toll Plaza Simulation and Design, York, ME

Paul was involved in the analysis and simulation of a 17-lane mainline barrier plaza for the Maine Turnpike Authority. As part of this analysis, HNTB evaluated the operational benefit of providing dedicated ETC lanes at this high volume toll plaza. The tasks performed by Paul included determining design-hour volumes; breaking down these volumes by payment type; developing and calibrating an Arena model to simulate existing conditions; and identifying the level of benefit associated with the dedicated ETC lanes.

Maine Turnpike Authority, Toll System Study, Various Locations, ME

Paul was involved in the reevaluation of the Maine Turnpike Authority's new fixed-fare ETC system. The purpose of this study was to determine the fairness of the new toll system and determine if any toll biases existed. Paul was responsible for the analysis of the current toll system, including, toll rate per mile estimation, weighted average and system average determination, comparison to previous

MTA toll system and to other similar toll systems, revenue comparison and preparation of a final report.

Maine Turnpike Authority, Traffic and Revenue Studies, Various Locations, ME

Project manager responsible for the ongoing traffic forecasting and revenue estimation of new toll structure and system alternatives for the Maine Turnpike Authority. The Turnpike is involved in studying various toll-related scenarios designed to provide additional revenue needed for its modernization program. Paul was responsible for estimating of the toll revenue to be generated under various toll scenarios, both under the current fixed fare barrier toll system and other feasible systems, including an open barrier toll system. Paul supervised and performed diversion analysis to estimate the volume of traffic diverting based on scenario toll structures. This traffic and revenue estimation effort was the basis for a toll increase decision made by the Maine Turnpike.

Texas Turnpike Authority, Toll Plaza Simulation and Analysis, Austin, TX

Traffic engineer responsible for leading the numerous toll plaza analyses and simulation efforts for the Texas Turnpike Authority. The purpose of these analyses was to identify appropriately-sized plazas that perform well across a range of traffic volumes and payment types (i.e. coin, cash and ETC). The tasks involved included development of design-year volumes, using HNTB's toll plaza simulation model to analyze the toll plaza volumes, running simulations based on various toll plaza sizes and configurations, and providing recommendations to the Authority based on the results.

North Texas Tollway Authority, Toll Plaza Simulation, Dallas, TX
Senior Traffic Engineer who was responsible for leading the toll plaza analysis of Mainline Plaza No. 2, a 12-lane plaza on the Dallas North Tollway for the North Texas Tollway Authority. The purpose of the analysis was to assist the Authority in its plans to renovate the plaza and implement ETC express lanes. The tasks performed included identifying design-hour volumes, developing toll plaza configurations to be utilized during construction periods, estimating queues and delays that would result during construction, and estimating potential lost revenue during renovation.

Central Texas Regional Mobility Authority, Toll Road Feasibility Study, Austin, TX

Traffic engineer responsible for revenue forecasts as part of the examination of various toll scenarios on a proposed U.S. Route 183A near Austin, TX for the Central Texas Regional Mobility Authority. Paul was responsible for developing traffic and revenue forecasts as part of this toll road feasibility study. This study also included the estimation of net present value of five different toll road alternatives under different construction sequencing schedules.

PAUL GODFREY, PE

Paul serves as transportation planning/traffic engineering department manager in the Westbrook office and has 27 years of experience in the transportation engineering field. His responsibilities include both management and design of transportation projects. Paul has been involved in a wide range of transportation planning and design projects performing transportation planning, traffic engineering analysis and system design. His areas of specialization include analysis of transportation planning and evaluation, traffic signal phasing and timing, intersection layouts, sign and pavement marking design, traffic impact evaluation, transit analysis and design, air quality assessment, ITS planning and design, data collection, parking layouts, roadway layouts, as well as traffic control and maintenance of roadways. Paul has also supervised planning projects that involved the development of computer volumes for model projections and route analysis. His project experience includes:

New Hampshire Bureau of Turnpikes, On-Call Toll System Services Contract, Various Locations, NH

Program manager responsible for managing various tasks for the New Hampshire Bureau of Turnpikes under the existing on-call toll system services contract. Paul has served as project manager for the following tasks:

- Hooksett Service Area Development
- MDSS RFP
- TIGER III application assistance for Hooksett ORT Plaza
- I-95 Traffic Study
- Portsmouth Noise/Soundwall Study
- Maintenance and operations program evaluation
- Valuation of I-95 as part of the Initiative One effort
- Hampton ORT Informational Brochure

New Hampshire Department of Transportation, Bureau of Turnpikes, Hooksett Toll Plaza, Open Road Tolling (ORT), Hooksett, NH

QA/QC traffic manager responsible for reviewing signing and striping plans and details as part of the recently completed Hooksett Toll Plaza ORT project for the Bureau of Turnpikes. Signing plans and details include both overhead and ground mounted ORT signing designed to separate E-ZPass users from cash users prior to the toll plaza.

New Hampshire Department of Transportation, Bureau of Turnpikes, Hooksett Service Area RFQ/RFP Development, Hooksett, NH

Lead engineer responsible for working with Bureau of Turnpike staff on the development of a RFQ/RFP for the conversion of the Hooksett rest areas and liquor stores into full service areas with new liquor stores. Paul's responsibilities included development of draft proposal and scoring documents, financial evaluation, technical proposal review, meetings with selection committee, participation in vendor interview, and summarizing proposal scoring.

Maine Turnpike Authority, New Gloucester Barrier Toll Plaza Open Road Tolling (ORT), New Gloucester, ME

QA/QC traffic manager responsible for reviewing signing and striping plans and details as part of the recently completed New Gloucester ORT project for the Bureau of Turnpikes. Signing plans and details include both overhead and ground mounted ORT signing designed to separate E-ZPass users from cash users prior to the toll plaza.

Maine Turnpike Authority, Transportation Planning Studies, Various Locations, ME
Paul has continued involvement in the review and preparation of transportation planning studies for the MTA. Examples of these planning studies include: one-way toll system study, revenue and cost-benefit analysis of a new toll road in Southern

FIRM:
HNTB Corporation

ROLE:

Project Manager
Site Specific ETC Traffic Analysis
Signing Analysis
High-Speed Tolling Legislation
Marketing
Traffic and Revenue Study
Data Analysis
Toll Plaza Design Services
Equity Study
Renewal and Replacement Program
Turnpike System O&M Model Analysis
Special Toll System Assignments
Preparation and Representation of Bond Issuances

EDUCATION:

BS, 1988, Civil Engineering, Northeastern University
Master Courses, 1990-1992, Transportation Engineering, Northeastern University

REGISTRATIONS:

Professional Engineer: ME

AFFILIATIONS:

American Society of Civil Engineers
Institute of Transportation Engineers

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1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
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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 8 day of February in the year 2016 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and HNTB Corporation, with principal place of business at P.O. Box 419299, in the City of Kansas City, State of Missouri, and local branch office at 340 County Road, Suite 6-C, in the City of Westbrook, State of Maine, 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 Toll System design services for the Central and Eastern Turnpikes. These services are outlined in the CONSULTANT'S technical proposal dated April 9, 2015 and fee proposal dated September 21, 2015 which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. DESCRIPTION OF SERVICES

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

Provide on-call professional consulting advice, financial and policy planning services, program assessment, legislation, project development, and other professional services in support of the Turnpike System E-ZPass, toll collection system, Capital and Renewal & Replacement programs and maintenance task support in the State of New Hampshire, as well as other Turnpike support services.

B. SCOPE OF WORK

The CONSULTANT may be asked to perform any of the tasks listed below. The DEPARTMENT'S Bureau of Turnpikes 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. **TRAFFIC AND REVENUE STUDY** – the CONSULTANT may be directed to complete a traffic and revenue study to support possible future bond issuances and to address the financial integrity of the Turnpike System. The CONSULTANT may be asked to represent the DEPARTMENT at bond presentations on Wall Street. The CONSULTANT may be asked to prepare a Turnpike Revenue forecast.
2. **DATA ANALYSIS** – the CONSULTANT may be directed to assist the DEPARTMENT'S E-ZPass Program Manager in analyzing any toll system data to maintain accuracy and reliability, as well as provide recommendation on improved reporting.
3. **TOLL PLAZA DESIGN SERVICES** – the CONSULTANT may be directed to assist the DEPARTMENT with toll plaza design services in the event that a toll plaza conversion or expansion project is initiated.
4. **EQUITY STUDY** – the CONSULTANT may be directed to study and analyze the NH Turnpike System in regard to equity. The CONSULTANT may be directed to focus on specific regions of the Turnpike system.
5. **RENEWAL & REPLACEMENT PROGRAM** – the CONSULTANT may be directed to review the existing Turnpike System renewal and replacement program. The CONSULTANT may be directed to develop a 10-year renewal and replacement program upon completion of an inspection of the Turnpike System.

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6. **TURNPIKE SYSTEM ASSET MANAGEMENT & ANALYSIS** - the CONSULTANT may be directed to perform an Independent Engineers assessment of the Turnpike System or parts thereof specifically relating to condition and perform life cycle cost analyses for Turnpike assets.
7. **TURNPIKE SYSTEM O&M MODEL ANALYSIS** – the CONSULTANT may be directed to analyze the operational and maintenance cost of the Turnpike System. The CONSULTANT may be asked to provide a plan for optimizing operations and maintenance that would reduce costs.
8. **PREPARATION AND REPRESENTATION FOR BOND ISSUANCES** – the CONSULTANT may be asked to prepare material for and represent the DEPARTMENT in matters concerning the issuance(s) of bonds as related to the Turnpike System.
9. **HIGH SPEED TOLLING** –the CONSULTANT may be directed to evaluate high-speed open road tolling options for NH toll plazas and provide cost estimates for options presented, as well as complete preliminary layouts and final design plans, as required. The CONSULTANT may be directed to evaluate All Electronic or Open Road Tolling design and oversight of installation for new or retrofit existing facilities.
10. **LEGISLATION** –the CONSULTANT may be directed to assist the DEPARTMENT as needed with any draft legislation related to E-ZPass or toll collection that may be introduced during the contract period.
11. **CUSTOMER SERVICE CENTER (CSC) OVERSIGHT** – the CONSULTANT may be directed to provide consulting services associated with the CSC including on-site oversight as required at the main NH CSC location (Newark, NJ).
12. **E-ZPASS REVENUE RECONCILIATION** – the CONSULTANT may be directed to provide ongoing support to reconcile E-ZPass revenues expected by the toll system with revenues collected by the CSC.
13. **VIOLATION ENFORCEMENT SYSTEM (VES) OVERSIGHT** – the CONSULTANT may be directed to provide ongoing support and oversight regarding VES transactions and VES images so that the CSC is processing VES transactions properly.
14. **SITE SPECIFIC ETC TRAFFIC ANALYSIS** – the CONSULTANT may be directed to perform a traffic analysis, as directed, at specific toll plazas to provide optimum lane utilization in mixed-mode lanes and E-ZPass Only lanes.
15. **SIGNING ANALYSIS** – the CONSULTANT may be directed to review the DEPARTMENT'S signage and make recommendations for improvement as required.
16. **RFQ/RFP AND CONTRACT DEVELOPMENT** - the CONSULTANT may be directed to provide guidance, support and document development for special projects such as rest area redevelopment, air/noise/soundwall studies, etc.

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17. **SPECIAL TOLL SYSTEM ASSIGNMENTS** - the CONSULTANT may be asked to assist the DEPARTMENT on any toll system assignment, not mentioned above, by mutual agreement of the parties.

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.

ARTICLE I

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

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

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 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.

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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 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.

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J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is **April 30, 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 \$600,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$600,000.00 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

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. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a \$120.76 per hour maximum contract labor rate.

CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Principal in Charge*	\$283.83	\$292.35	\$301.12	\$
Project Manager*	\$197.92	\$203.86	\$209.97	\$
Senior Engineer*	\$125.72	\$129.49	\$133.39	\$
Engineer	\$89.70	\$92.39	\$95.16	\$
Junior Engineer	\$61.93	\$63.78	\$65.70	\$
Planner*	\$136.99	\$141.10	\$145.33	\$
Senior Toll Engineer*	\$194.41	\$200.24	\$206.25	\$
Senior Environmental Engineer*	\$162.59	\$167.47	\$172.49	\$
Environmental Engineer	\$91.97	\$94.73	\$97.57	\$
Senior Architect*	\$160.18	\$164.98	\$169.93	\$

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<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Architect	\$64.73	\$66.67	\$68.67	\$
Senior Financial Analyst*	\$182.78	\$188.27	\$193.91	\$
Financial Analyst*	\$119.99	\$123.59	\$127.29	\$
Project Administrator	\$79.60	\$81.99	\$84.45	\$
Senior Technician	\$75.55	\$77.81	\$80.15	\$
Technician	\$41.16	\$42.39	\$43.66	\$
Graphics and Marketing	\$95.80	\$98.67	\$101.63	\$
Intern	\$47.82	\$49.26	\$50.73	\$

* The maximum contract labor rate allowed for these positions shall normally be \$120.76 per hour (except Financial Analyst base period), but the higher rates indicated may be used for specific tasks for personnel performing specialty services work when authorized in writing in advance by the DEPARTMENT. Only certain personnel identified by name in the CONSULTANT'S fee proposal are eligible to receive the waived higher rates.

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 (141.52%) 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.

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

D. LUMP-SUM FORMAT

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

E. SUBCONSULTANT SUPPORTING SERVICES

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

F. INVOICING and PAYMENT

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

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

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(g) Percentage of contract complete

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

G. RECORDS - REPORTS

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

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 340 County Road, Suite 6-C, Westbrook, Maine.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with 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". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources. data gathering, etc., professional liability insurance shall not be required. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

ARTICLE IV

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 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

ARTICLE IV

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 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.

ARTICLE IV

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

COMPLIANCE

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

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

ARTICLE IV

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

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

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY 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.

ARTICLE IV

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

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the VICE PRESIDENT and duly-authorized representative of the firm of HNTB CORPORATION, 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:

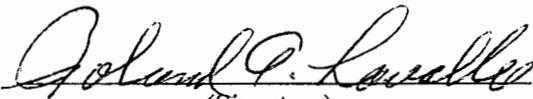
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving 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.

February 8, 2016
(Date)


(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

except as here expressly stated (if any):

2/17/16
(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: Cecilia Bette
PA

Dated: 2-8-16

CONSULTANT

By: Gerald G. Louvel
Vice President
(TITLE)

Dated: February 8, 2016

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Gorsis

Dated: 2/17/16

THE STATE OF NEW HAMPSHIRE

By: [Signature]

for DOT COMMISSIONER

Dated: 2/17/16

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: 2/24/16

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

CERTIFICATION OF AUTHORITY

State of Missouri)

County of Jackson)

I, Craig W. Denson, being first duly sworn according to law, depose and say that I am the Corporate Secretary of HNTB Corporation. The attached is a complete, true and correct copy of a Certificate of Authority certifying that Roland A. Lavallee – Vice President, has been authorized by the Board of Directors of the Corporation to enter into agreements and contracts for usual and customary engineering and planning services with the New Hampshire Department of Transportation, in particular the referenced **Statewide On-Call Toll System Services project, 40479**, and to incur ordinary and necessary obligations in connection therewith in the name of and on behalf of HNTB Corporation.

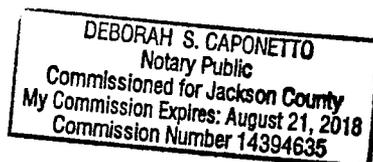
Craig W. Denson
Corporate Secretary

Date: February 8, 2016

Subscribed and sworn to and before me this 8th day of February, 2016

Deborah S. Caponetto
Notary Public

My commission expires:



CERTIFICATE OF AUTHORITY

AND

POWER OF ATTORNEY

The undersigned, President of HNTB Corporation, a Delaware corporation, (the "Corporation") hereby certifies that ROLAND A. LAVALLEE has been authorized by the Board of Directors of the Corporation, commencing as of the date hereof, to enter into agreements and contracts for usual and customary architectural, engineering, planning, and management professional services, and to incur ordinary and necessary obligations in connection therewith, in the name of and on behalf of the Corporation, and the Corporation shall be bound thereby. The Corporation hereby ratifies and confirms any action taken by such individual pursuant to this certificate. Such authority shall expire as of May 31, 2016.

Date: May 29, 2015

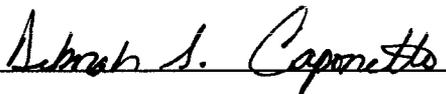
By: 
Robert J. Slimp

State of: Missouri

County of: Jackson

On May 29, 2015 before me a Notary Public, in and for the county and state aforesaid, personally appeared Robert J. Slimp, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of the Corporation, and being duly sworn, did state upon oath that he is the President of HNTB Corporation, and as such is authorized to execute this instrument and make this acknowledgment on behalf of the Corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal on May 29, 2015.



Notary Public

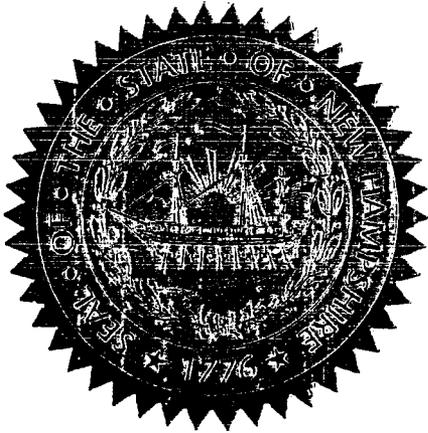
My commission expires:

August 21, 2018

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 HNTB CORPORATION a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on January 22, 1993. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of February, A.D. 2016

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

William M. Gardner
Secretary of State

