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JEFF BRILLHART, P.E.
ACTING COMMISSIONER

Bureau of Construction
February 10, 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 three individual Agreements with the firms of Greenman-Pedersen, Inc., Portsmouth, NH, Vendor #174805; Hoyle, Tanner & Associates, Inc., Manchester, NH, Vendor #154903; and Parsons Brinckerhoff, Inc., Manchester, NH, Vendor #164158; in the amount of \$1,950,000.00 each, (\$5,850,000.00 combined total) to provide on-call construction engineering and inspection services for various transportation projects statewide, effective upon Governor and Council approval, through March 31, 2018.

Funding is available as follows for FY 2015, and is contingent upon the availability and continued appropriation of funds in FY 2016, FY2017, 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	\$487,500	\$1,950,000	\$1,950,000	\$1,462,500

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 professional construction engineering and inspection consultant services for various transportation projects located throughout the state. Contracts with three consultant firms are needed to supplement the Bureau of Construction's staff in order to increase its capacity to address construction inspection needs on single or multiple construction projects. The additional staffing is essential to ensure the contractor's compliance with the Department's plans, proposal and specifications. Typical assignments may include the Consultant's personnel performing inspection, measuring, testing and documentation of construction activities performed by the Contractor on bridge construction, roadway construction, resurfacing, pavement rehabilitation, and other types of projects. Utilizing Consultant personnel to administer construction contracts under the direct supervision of Department personnel is also envisioned.

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 three (3) Statewide On-Call Construction Engineering and Inspection Services contracts. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on March 28, 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 June 12, 2014 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, six shortlisted firms were notified on June 17, 2014 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on

August 28, 2014 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 six 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 three (3) highest-ranking firms were asked to submit a fee proposal for negotiations.

The long list of twelve (12) consultant firms that were considered for this assignment, with the six short-listed firms shown in bold, is as follows:

<u>Consultant Firm</u>	<u>Office Location</u>
DuBois & King Inc.	Bedford, NH
GM2 Associates, Inc.	Concord, NH
Greenman-Pedersen, Inc.	Portsmouth, NH
HEB Engineers, Inc.	North Conway, NH
Hoyle, Tanner & Associates, Inc.	Manchester, NH
Jacobs Engineering Group Inc.	Bedford, NH
JTC (John Turner Consulting, Inc.)	Dover, NH
KAL Krishnan Consulting Services, Inc.	Boston, MA
Lamb-Star Engineering, L.P.	Kittery, ME
McFarland-Johnson, Inc.	Concord, NH
Parsons Brinckerhoff, Inc.	Manchester, NH
Stantec Consulting Services, Inc.	Auburn, NH

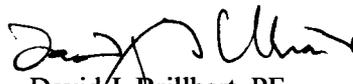
The firms of Greenman-Pedersen, Inc., Hoyle, Tanner & Associates Inc., and Parsons Brinckerhoff, Inc. have been recommended for the three on-call engineering and inspection services contracts. These firms have excellent reputations and have demonstrated their capability to perform the required services in previous construction engineering and inspection services contracts with the Department. Background information on these firms is attached.

Greenman-Pedersen, Inc., Hoyle, Tanner & Associates Inc., and Parsons Brinckerhoff, Inc. have agreed to furnish the on-call services for a time and materials fee not to exceed \$1,950,000.00 for each contract. The hourly costs and material and equipment expenses are commensurate with the complexity and the scope of the professional and technical services to be furnished. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

These Agreements (Statewide On-Call Construction Engineering and Inspection Services 16441A, 16441B, and 16441C) have been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreements are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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

Sincerely,



David J. Brillhart, PE
Acting Commissioner

TODD M. CLARK, P.E.

Project Manager

Mr. Clark's experience is focused in the area of surface roadway transportation pertaining to projects that propose roadway reconstruction, rehabilitation, and maintenance activities. His past project types range from complex highway facility capacity improvements to urban arterial upgrades to rural route maintenance. Past improvements proposed include: intersection and interchange reconfigurations; new and widened roadway layouts; pavement replacement, concrete slab removal, porous pavement, and thin overlays; new surface drainage, retrofits, culverts, and stormwater management. Notable associated aspects of project development experience also includes multi-discipline team coordination, environmental document and permit application preparation, stormwater treatment, access management, traffic management / construction phasing, Right-of-Way, utility coordination, and pedestrian and bicycle accommodations. As Transportation Services Group Manager he oversees the technical and quality aspects of roadway project designs and deliverables from scoping through design stages to construction close-out funded under federal, state and municipal program combinations.

Relevant Experience

2009-2011 NHDOT CE&I Contract, Statewide: Project Manager for a three year revolving task contract providing on-site construction engineering and inspection services supporting Department staff on twenty-one separate assignments –over a three year period. Responsible for assignment coordination, monetary tracking and staff management. Working under and along-side the department's field staff as part of the field team to monitor, report and document contractor daily operations. Supplementing expertise to each assignment as needed documenting operations such as: rock and soil excavation, placement and blasting; roadway selects, line and grade, side-slopes construction; open and closed drainage structure installation; erosion control efforts; permanent and temporary traffic operations, markings, signs and barriers; paving, resurfacing and rehabilitations; bridge demolition and construction; and new bridge structures.

2012-2014 NHDOT CE&I Contract, Statewide: Project Manager for a three year revolving task contract providing on-site construction engineering and inspection services supporting Department staff on 14 separate assignments –over a three year period. Responsible for assignment coordination, monetary tracking and staff management. Working under and along-side the department's field staff as part of the field team to monitor, report and document contractor daily operations. Supplementing expertise to each assignment as needed documenting operations such as: rock and soil excavation, placement and blasting; roadway selects, line and grade, side-slopes construction; open and closed drainage structure installation; erosion control efforts; permanent and temporary traffic operations, markings, signs and barriers; paving, resurfacing and rehabilitations; bridge demolition and construction; and new bridge structures.

NH9 Bypass Highway, Hillsborough, NH: Construction Project Manager responsible for supervision of a 10 million dollar contract to construct relocated NH Route 9/US Route 202; oversee control of the work to meet target dates and maintain profitability; to develop and maintain schedule; initiate and buyout extra work; prepare and evaluate profit/loss reports for executive management; worked with specialists to permit and field fit unique erosion control measures for highly erodible soils; designed and gained owners and regulator approvals for installation of a temporary bridge structure over Beards Brook for construction vehicle traffic mitigation. Scope: Construction of 1.7 miles of NH9 Bypass highway with two new bridge structures, along with associated work to relocate underground utilities and install drainage systems, BMP's and culverts.

Union Street Reconstruction, Peterborough, NH: Principal-in-Charge for the scope of work, QA/QC, design review, schedule adherence, and compliance with funding requirements. Scope: Roadway reconstruction, a new roadway drainage system, sidewalk reconstruction, replacement in-kind sanitary sewer improvements, traffic calming measures, and a new streetscape for a 6,200+/- linear foot section of Union Street.

Professional Registrations:

Professional Engineer: NH, MA, FL, VT, ME

Education:

- University of Massachusetts Dartmouth, BS, Civil/Structural Engineering-Water Resources, 1991

Certifications & Specialized Training:

- AASHTO Roadside Design, National Highway Institute
- Access Management, Location and Design, National Highway Institute
- Design and Operation of Work Zone Traffic Control, National Highway Institute
- M.S.E. Walls, Reinforced Soil Slopes and Soil Nail Walls, NHDOT and FHWA
- NH Local Public Agency (LPA) Certification Parts 1 & 2
- NHDOT/NHDES Water Quality Workshops

Professional Associations:

- American Society of Civil Engineers (ASCE)
- Boston Society of Civil Engineers Section (BSCES) - Transportation Committee Chair (2014)

Years in Industry: 23

NH Route 28 Improvements, Derry, NH: Project Manager and Engineer of Record with responsibilities including direct oversight of: roadway improvements; signal improvements; drainage system design; pavement layout; utility conflict resolution; signing design; environmental permit preparation; plan development; and cost estimates. During the construction phase he oversees field administration and inspection staff. Scope: An added thru lane, turning lanes, and interconnected signal system was constructed in order to increase roadway capacity and improve traffic operations, while a new drainage system was installed to decrease the volume of water exiting the site.

Bay & Upper Bay Roads Reconstruction, Sanbornton, NH: Principal-In-Charge for the scope of work, QA/QC, design review, schedule adherence, and compliance with funding requirements. Scope: Reconstruction of three miles with complete box reconstruction, drainage and underdrain improvements, three-sided culvert design, and signage and guardrail upgrades along Bay and Upper Bay Roads. The project required context sensitive solutions due to the narrow roadway and adjacent historic homes and stone walls.

I-93 Northbound & Southbound over Bodwell Road & Cohas Brook, Manchester, NH: Project Engineer for highway/roadway and drainage design, civil/site layout, cost estimates, plan preparation and shop drawing review. Scope: This \$15M project included widening and rehabilitation of approximately 1.5 miles of I-93 northbound and 1 mile of I-93 southbound, from two lanes to four lanes, side road reconstruction, three bridge rehabilitations, soundwalls, traffic control during construction, large ledge cuts, and drainage improvements adjacent to the existing facility.

US Route 3/Route 28 Bypass and US Route 3/Alice Avenue, Hooksett, NH: Project Engineer for roadway design, utility conflict identification and avoidance, drainage design, traffic control, cost estimates, and plan preparations. Scope: The project proposed roadway realignment and widening along NH Route 3 and NH 28 Bypass to increase corridor capacity and improve traffic operations with added turn lanes and coordination of eight signal systems along the NH Route 3 corridor.

NH Route 101 over NH Route 28 Bypass and King Street, Manchester-Auburn, NH: Project Engineer responsible for drainage design review, temporary ramp alignments and staging plans, layout for the EB On-Ramp alignment/MSE retaining wall/soundwall interface. Also prepared and checked quantities computations. Scope: To improve highway safety, NH 101 was widened and repaved, as well as realigning and lengthening the interchange ramps. Signals were constructed at three intersections of NH Route 28 Bypass, along with the replacement and widening of three bridges.

NH Route 26 Reconstruction, Colebrook, NH: Project Manager / Senior Transportation Engineer responsible for traffic phasing design plans development; review of hydrologic and hydraulic design for culverts, roadway drainage structures, and outfalls; design of the comprehensive underdrain system, roadside barrier design, quantities cost and plan preparation. Scope: To prepare design and plans to improve a three-mile segment of NH Route 26 proposing new: alignment and intersection layouts, drainage, bridge designs, along with traffic phasing, utility relocation and Right-of-Way.

US Route 3 Roadway & Bridge Improvements, Allenstown-Pembroke, NH: Project Manager and Engineer of Record for the roadway approaches design. Specific duties included pavement layout, intersection layout, signal design, sidewalk design, plans development, and quantities computations. Scope: Design and preparation of bid documents for 1.1 miles of roadway, intersection, sidewalk and drainage improvements in connection with replacing the old double-decker bridge with a similar bridge type over the Suncook River, along US Route 3 and including several local roads in a historic village district.

I-93 Salem to Manchester Widening Program Exit 1 Reconstruction, Salem, NH: Project Manager / Principal-In-Charge for all technical aspects of the project, scheduling, budget and cost control, public presentations, permitting, and client maintenance, for the scope of work, QA/QC, design review, schedule adherence, and compliance with funding requirements. Scope: The project includes highway, bridge, interchange, drainage, traffic control, environmental mitigation, Right-of-Way, sound wall, and retaining wall designs to meet the overall safety improvements required to meet the forecasted traffic demands of this vital corridor.

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

n/a

PART II - GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME Parsons Brinckerhoff, Inc.			3. YEAR ESTABLISHED Boston Office - 1966	4. DUNS NUMBER 07-536-9421
2b. STREET 75 Arlington Street, 9th Floor 650 Elm Street			5. OWNERSHIP <i>11-8-12</i>	
2c. CITY Boston Manchester			2d. STATE MA NH	2e. ZIP CODE 02116 03101
6a. POINT OF CONTACT NAME AND TITLE Richard F. O'Brien, Vice President, Area Manager -- 617 426 7330 Robert D. Klimm, Manchester Office Manager -- 603 647 2012			7. NAME OF FIRM (If block 2a is a branch office) Parsons Brinckerhoff, Inc.	
6b. TELEPHONE NUMBER (see 6a above)		6c. EMAIL ADDRESS Obrien@pbworld.com Klimm@pbworld.com		
8a. FORMER FIRM NAME(S) (if any) PB Americas, Inc. Parsons Brinckerhoff Quade & Douglas, Inc.			8b. YR. ESTABLISHED 1885	8c. DUNS NUMBER 07-536-9421

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 (B-Boston) (M - Manchester)			
01	Acoustical Engineer	24	(B) 2	A06	Airports; Terminals and Hangars; Freight Handling	5
06	Architect	375	(B) 8	B02	Bridges	6
08	CADD Technician	665	(B) 17 (M) 2	D01	Dams (Concrete; Arch)	4
12	Civil Engineer	1817	(B) 47 (M) 4	D02	Dams (Earth; Rock); Dikes; Levees	4
15	Construction Inspector	490	(B) 2	E02	Educational Facilities; Classrooms	4
16	Construction Manager	470	(B) 9 (M) 1	E09	Environmental Impact Studies; Assessments or	4
21	Electrical Engineer	817	(B) 15	G01	Garages; Vehicle Maintenance Facilities; Parking	4
24	Environmental Scientist	430	(B) 2	H01	Harbors; Jetties; Piers, Ship Terminal Facilities	4
27	Foundation/Geotech Eng.	229	(B) 3	H04	Heating; Ventilating; Air Conditioning	3
30	Geologist	38	(B) 1	H07	Highways; Streets; Airfield Paving; Parking Lots	8
34	Hydrologist	46	(B) 1	L03	Landscape Architecture	3
42	Mechanical Engineer	975	(B) 10	P05	Planning (Community, Regional, Area wide and State)	4
47	Planner: Urban / Regional	281	(B) 3	P06	Planning (Site, Installation, and Project)	4
53	Scheduler/Project Controls	89	(B) 8 (M) 1	P12	Power Generation, Transmission, Distribution	5
57	Structural Engineer	726	(B) 20 (M) 4	R03	Railroad; Rapid Transit	6
60	Transportation Engineer	674	(B) 4 (M) 2	S05	Soils & Geologic Studies; Foundations	5
62	Water Resources Engineer	195	(B) 2 (M) 1	T03	Traffic and Transportation Engineering	4
	Engineering Designers	80	(B) 2	T06	Tunnels & Subways	6
	Econ/Financial Analysts	70	(B) 3	W03	Water Supply; Treatment and Distribution	4
	Estimators	60	(B) 6			
	Other Employees	5484	(B) 29 (M) 1			
Total		14,015	(B) 191 (M) 15			

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

(Insert revenue Index number shown at right)	
a. Federal Work	4
b. Non-Federal Work	9
c. Total Work	9

PROFESSIONAL SERVICES REVENUE INDEX BY NUMBER

- Less than \$100,000
- \$100,000 to less than \$250,000
- \$250,000 to less than \$500,000
- \$500,000 to less than \$1 million
- \$1 million to less than \$2 million
- \$2 million to less than \$5 million
- \$5 million to less than \$10 million
- \$10 million to less than \$25 million
- \$25 million to less than \$50 million
- \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE <i>Richard F. O'Brien</i>	b. DATE November 1, 2012
c. NAME AND TITLE Richard F. O'Brien, Vice President, Area Manager	

PROJECT: Statewide On-Call Construction Engineering & Inspection Services

DESCRIPTION: Three (3) Statewide On-Call Agreements, anticipated to have a maximum value of \$1,950,000 each over a three-year term, are needed to provide on-call Construction Engineering and Inspection services for various transportation projects located throughout the State. Individuals are needed to supplement the Department's field staff on single or multiple construction projects. Individuals with environmental experience are also needed to assist the Department with environmental regulations and related needs during construction. The work will be varied in all aspects of highway and bridge construction assuring the contractors compliance with the plans, specifications and environmental commitments. This work will require Professional Engineer licensure in the State of New Hampshire. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services as well as their availability to respond rapidly to on-call assignments. Task Orders for construction inspection and construction field work services will be paid using Specific Rates of Pay for hours worked. Task Orders for engineering services assigned under these Agreements will be negotiated as either a lump-sum or a modified cost-plus-fixed-fee method of compensation.

Services Required: : MGT

SUMMARY

Greenman-Pedersen, Inc.	1	3	4	4	2						14	3
Hoyle, Tanner & Associates, Inc.	4	1	3	3	1						12	2
Jacobs Engineering Group, Inc.	5	6	6	6	5						28	5
JTC (John Turner Consulting, Inc.)	3	4	2	2	3						14	3
Parsons Brinckerhoff, Inc.	2	2	1	1	4						10	1
Stantec Consulting Services, Inc.	6	5	5	5	6						27	4

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	W E I G H T	Scoring of Firms					
		Greenman-Pedersen, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.	JTC (John Turner Consulting, Inc.)	Parsons Brinckerhoff, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	19	17	17	18	19	16
Clarity of the Proposal	20%	19	18	16	18	19	16
Capacity to Perform in a Timely Manner	20%	19	17	17	17	18	17
Quality & Experience of Project Manager/Team	20%	18	17	16	18	17	17
Previous Performance	10%	10	9	8	9	10	8
Overall Suitability for the Assignment*	10%	10	7	8	8	9	7
Total	100%	95	85	82	88	92	81

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

- Ranking of Firms:
- | | |
|--------|------------|
| 1. GPI | 4. HTA |
| 2. PB | 5. Jacobs |
| 3. JTC | 6. Stantec |

Rating Considerations	W E I G H T	Scoring of Firms					
		Greenman-Pedersen, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.	JTC (John Turner Consulting, Inc.)	Parsons Brinckerhoff, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	18	19	16	17	17	17
Clarity of the Proposal	20%	16	19	16	17	18	18
Capacity to Perform in a Timely Manner	20%	18	19	16	18	19	16
Quality & Experience of Project Manager/Team	20%	19	19	17	18	19	17
Previous Performance	10%	10	10	8	9	10	8
Overall Suitability for the Assignment*	10%	10	10	7	9	10	8
Total	100%	93	96	80	88	95	84

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

- Ranking of Firms:
- | | |
|--------|------------|
| 1. HTA | 4. JTC |
| 2. PB | 5. STANTEC |
| 3. GPI | 6. JACOBS |

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms						
	W E I G H T	Greenman-Pedersen, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.	JTC (John Turner Consulting, Inc.	Parsons Brinckerhoff, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	18	19	15	18	20	16
Clarity of the Proposal	20%	18	19	15	19	20	15
Capacity to Perform in a Timely Manner	20%	18	18	15	18	18	15
Quality & Experience of Project Manager/Team	20%	17	18	15	18	19	15
Previous Performance	10%	7	9	5	8	10	5
Overall Suitability for the Assignment*	10%	8	9	6	9	7	7
Total	100%	86	92	71	90	96	73

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

- Ranking of Firms:
- | | |
|--------|------------|
| 1. PB | 4. GPI |
| 2. JTC | 5. Stantec |
| 3. HTA | 6. Jacobs |

Rating Considerations	Scoring of Firms						
	W E I G H T	Greenman-Pedersen, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.	JTC (John Turner Consulting, Inc.	Parsons Brinckerhoff, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	19	19	18	17	19	18
Clarity of the Proposal	20%	19	19	18	18	19	18
Capacity to Perform in a Timely Manner	20%	19	19	18	17	19	18
Quality & Experience of Project Manager/Team	20%	18	19	18	18	19	18
Previous Performance	10%	7	9	8	7	9	8
Overall Suitability for the Assignment*	10%	7	7	7	9	10	7
Total	100%	91	92	86	92	95	87

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

- Ranking of Firms:
- | | |
|-----------------------------------|----------------|
| 1. Parsons Brinckerhoff, Inc. | 4. Greenman-Pe |
| 2. JTC (Turner) Inc | 5. Stantec Con |
| 3. Hoyle Tanner & Associates, Inc | 6. Jacobs Engi |

Rating Considerations	Scoring of Firms						
	W E I G H T	Greenman-Pedersen, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.	JTC (John Turner Consulting, Inc.	Parsons Brinckerhoff, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	17	18	15	16	17	15
Clarity of the Proposal	20%	18	18	16	17	17	16
Capacity to Perform in a Timely Manner	20%	19	19	17	19	19	15
Quality & Experience of Project Manager/Team	20%	19	18	16	18	17	16
Previous Performance	10%	9	9	7	8	9	6
Overall Suitability for the Assignment*	10%	7	9	6	8	6	6
Total	100%	89	91	77	86	85	74

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

- Ranking of Firms:
- | | |
|--------|------------|
| 1. HTA | 4. PB |
| 2. GPI | 5. Jacobs |
| 3. JTC | 6. Stantec |

TIE BREAKER WTE

August 28, 2014

PROJECT: Statewide On-Call Construction Engineering & Inspection Services

DESCRIPTION: Three (3) Statewide On-Call Agreements, anticipated to have a maximum value of \$1,950,000 each over a three-year term, are needed to provide on-call Construction Engineering and Inspection services for various transportation projects located throughout the State. Individuals are needed to supplement the Department's field staff on single or multiple construction projects. Individuals with environmental experience are also needed to assist the Department with environmental regulations and related needs during construction. The work will be varied in all aspects of highway and bridge construction assuring the contractors compliance with the plans, specifications and environmental commitments. This work will require Professional Engineer licensure in the State of New Hampshire. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services as well as their availability to respond rapidly to on-call assignments. Task Orders for construction inspection and construction field work services will be paid using Specific Rates of Pay for hours worked. Task Orders for engineering services assigned under these Agreements will be negotiated as either a lump-sum or a modified cost-plus-fixed-fee method of compensation.

Services Required: : MGT

SUMMARY

Greenman-Pedersen, Inc.	1	1	2	1	2				7
Hoyle, Tanner & Associates, Inc.									
Jacobs Engineering Group, Inc.									
JTC (John Turner Consulting, Inc.)	2	2	1	2	1				8
Parsons Brinckerhoff, Inc.									
Stantec Consulting Services, Inc.									

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	W E I G H T	Scoring of Firms					
		Greenman-Pedersen, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.	JTC (John Turner Consulting, Inc.)	Parsons Brinckerhoff, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%						
Clarity of the Proposal	20%						
Capacity to Perform in a Timely Manner	20%						
Quality & Experience of Project Manager/Team	20%						
Previous Performance	10%						
Overall Suitability for the Assignment*	10%						
Total	100%						

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

Ranking of Firms: 1. GPI 4.
2. JTC 5.
3. 6.

Rating Considerations	W E I G H T	Scoring of Firms					
		Greenman-Pedersen, Inc.	Hoyle, Tanner & Associates, Inc.	Jacobs Engineering Group, Inc.	JTC (John Turner Consulting, Inc.)	Parsons Brinckerhoff, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%						
Clarity of the Proposal	20%						
Capacity to Perform in a Timely Manner	20%						
Quality & Experience of Project Manager/Team	20%						
Previous Performance	10%						
Overall Suitability for the Assignment*	10%						
Total	100%						

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

Ranking of Firms: 1. GPI 4.
2. JTC 5.
3. 6.

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms						
	W E I G H T	Greenman-Pedersen, Inc.	Hoyle-Tanner & Associates, Inc.	Jacob Engineering Group, Inc.	JTC (John Turner Consulting, Inc)	Parsons-Brinckerhoff, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	2			1		
Clarity of the Proposal	20%	1			2		
Capacity to Perform in a Timely Manner	20%	2			1		
Quality & Experience of Project Manager/Team	20%	2			1		
Previous Performance	10%	1			2		
Overall Suitability for the Assignment*	10%	2			1		
Total	100%	10			8		

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

- Ranking of Firms:
- | | | |
|----|-----|----|
| 1. | JTC | 4. |
| 2. | GPI | 5. |
| 3. | | 6. |

Rating Considerations	Scoring of Firms						
	W E I G H T	Greenman-Pedersen, Inc.	Hoyle-Tanner & Associates, Inc.	Jacob Engineering Group, Inc.	JTC (John Turner Consulting, Inc)	Parsons-Brinckerhoff, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%						
Clarity of the Proposal	20%						
Capacity to Perform in a Timely Manner	20%						
Quality & Experience of Project Manager/Team	20%						
Previous Performance	10%						
Overall Suitability for the Assignment*	10%						
Total	100%						

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

- Ranking of Firms:
- | | | |
|----|-----|----|
| 1. | GPI | 4. |
| 2. | JTC | 5. |
| 3. | | 6. |

Rating Considerations	Scoring of Firms						
	W E I G H T	Greenman-Pedersen, Inc.	Hoyle-Tanner & Associates, Inc.	Jacob Engineering Group, Inc.	JTC (John Turner Consulting, Inc)	Parsons-Brinckerhoff, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%						
Clarity of the Proposal	20%						
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Quality & Experience of Project Manager/Team	20%						
Previous Performance	10%						
Overall Suitability for the Assignment*	10%						
Total	100%						

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

- Ranking of Firms:
- | | | |
|----|-------------------------|----|
| 1. | JTC (John Turner Cons.) | 4. |
| 2. | Greenman Pedersen Inc. | 5. |
| 3. | | 6. |

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 GREENMAN-PEDERSEN, INC.			3. YEAR ESTABLISHED 1980	4. DUNS NUMBER 116096053
2b. STREET 14 Manchester Square, Suite 150			5. OWNERSHIP	
2c. CITY Portsmouth	2d. STATE NH	2e. ZIP CODE 03801	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Christer Ericsson, P.E., Senior Vice President/New England Branch Manager			b. SMALL BUSINESS STATUS	
6b. TELEPHONE NUMBER (603) 891-2213	6c. E-MAIL ADDRESS cericsson@gpinet.com		7. NAME OF FIRM (If block 2a is a branch office) Greenman-Pedersen, Inc.	
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

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	110	5	A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	6
03	Aerial Photographer			B02	Bridges	8
06	Architect	2		C15	Construction Management	10
08	CADD Technician	48	2	C17	Corrosion Control; Cathodic Protection Electrolysis	
10	Chemical Engineers	1		D02	Dams (Earth; Rock); Dikes; Levees	4
12	Civil Engineer	123	17	E09	Environmental Impact Studies, Assessments or Statements	5
1F	Construction Inspector	405	11	H07	Highways, Streets, Airfield Paving, Parking Lots	8
	Corrosion Engineer	76	10	I04	Intelligent Transportation Systems	5
21	Electrical Engineer	26		I06	Irrigation; Drainage	See D02 Above
24	Environmental Scientist	24		L02	Land Surveying	6
25	Fire Protection Engineer	1		P03	Photogrammetry -	See A02 Above
29	Geographic Information System Specialist	20	1	P06	Planning (Site, Installation and Project)	7
38	Land Surveyor	68	2	R03	Railroad and Rapid Transit	4
39	Landscape Architect	7	1	R04	Recreational Facilities (Parks; Marinas; etc.)	5
42	Mechanical Engineer	36		R06	Rehabilitation (Buildings; Structures; Facilities)	See P06 Above
46	Photogrammetrist	10		S09	Structural Design; Special Structures	See B02 Above
47	Planner: Urban/Regional	4		S10	Surveying; Platting; Mapping; Flood Plain Studies	See L02 Above
57	Structural Engineer	83	7	S13	Stormwater Handling & Facilities	See D02 Above
60	Transportation Engineer	78	15	T02	Testing and Inspection Services	See C15 Above
	Other Employees	11		T03	Traffic and Transportation Engineering	7
Total		1133	71			

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

(Insert revenue index number shown at right)

a. Federal Work	5
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 8/5/2014
c. NAME AND TITLE Christer Ericsson, P.E., Senior Vice President/New England Branch Manager	

Timothy Letton

Assistant Vice President

GPI**PROJECT ASSIGNMENT:***Project Manager***EDUCATION:***BS/2005/Civil Engineering***CERTIFICATIONS:***IMSA Work Zone Safety Specialist #ZZ-79238**IMSA Traffic Signal Technician Level I, #AA-79238**IMSA Traffic Signal Inspector, #SI-79238**IMSA Traffic Signal Bench Technician Level II, #BB_79238**OSHA 10-Hour Training Course –**Construction Safety and Health, # 002466983**The Basics of Coatings, Application and Inspection
(GPI Level I)**NHDOT Local Public Agency Certification Training -
Federal Aid. #1374**SSPC C-1 Fundamentals of Protective Coatings**NACE Coatings Inspector Program (CIP) Level 1**ACI – Concrete Field Technician Level 1**PCI – Quality Control Personnel Technician/Inspector –
Levels I and II***YEARS WITH FIRM: 12****YEARS WITH OTHER FIRMS: 0****PROFESSIONAL AFFILIATIONS:***Institute of Transportation Engineers (ITE) -
Associate Member**International Municipal Signal Association (IMSA) -
Associate Member***Professional Profile**

Mr. Letton is an Assistant Vice President and Director of Construction Engineering responsible for the management of all construction related services for the GPI New England offices. Mr. Letton has experience in project management of design and construction of transportation projects throughout New England on projects ranging from planning and final design to construction management. In addition to serving as project manager on design and construction projects, he has served as a resident engineer on various roadway and bridge reconstruction projects. Mr. Letton is also well versed in traffic signal installations, having conducted dozens of final inspections and certifications.

Project Experience

NHDOT Construction Engineering/Inspection Services Contract, Statewide; 2010-Present. *Project Manager.* GPI provides construction engineering, inspection, and related services to the New Hampshire Department of Transportation (NHDOT) on various construction projects throughout the state. These services are provided on an on-call basis. *Client: NHDOT.*

NHDOT Bridge Painting and Consulting and Inspection Services, Statewide; 2010-Present. *Project Manager.* GPI provides corrosion control inspection, consulting, training and related services to the New Hampshire Department of Transportation on various projects throughout the state. These services are provided on an on-call basis. *Client: NHDOT.*

NHDOT Material Testing and Construction Inspection, Statewide; 2010-Present. *Project Manager.* GPI provides material testing, construction inspection, and related services to the NHDOT on various material testing projects. These services are provided on an on-call basis and assignments are at construction sites or manufacturing facilities scattered throughout the northern New England area. *Client: NHDOT/RW Gillespie.*

MaineDOT Consultant Construction Bridge/Highway Support Engineer Services, Statewide; 2010-Present. *Project Manager.* GPI provides construction inspection, material testing, corrosion control, and related services to the Maine DOT for various roadway and bridge construction projects throughout the state. These services are provided on an on-call basis. *Client: Maine DOT.*

MassDOT Statewide Bridge Coatings On-Call, Statewide; 2006-Present. *Project Manager.* Multiple assignment contract to provide structural engineering and resident inspection services for bridge painting projects. Work generally includes review and approval of containment system design, health and safety plan compliance and daily inspection services. Assignments include Main Street over Hossatonic River in Hindsdale, Route 7 Over Green River in Williamstown, and Congress Street in Boston. *Client: MassDOT.*

Planning Board Subdivision Inspection Services; Seekonk, MA; 2007-Present. *Project Manager and Construction Inspector.* Through an on-call contract with the Town of Seekonk Planning Board, GPI provides part-time construction inspection services at various subdivisions in town. Inspection services include verifying the roadway and

Timothy Letton

Assistant Vice President

drainage areas are constructed in accordance with the Town of Seekonk's Rules and Regulations for the Subdivision of Land and the approved Definitive Subdivision Plans. *Client: Town of Seekonk.*

Plymouth Gateway, Plymouth, MA; 2004-2010. *Project Manager / Resident Engineer.* Provided on-going design and construction services including signal inspection and full-time resident supervision for work on Commerce Way in the Town of Plymouth. The work was an off-site mitigation infrastructure improvement project associated with the proposed Plymouth Gateway retail development. *Client: Saxon Real Estate Partners, LLC.*

Comins Road Bridge Replacement Project, Oxford, MA; 2012-2014. *Project Engineer.* Through an on-call agreement with MassDOT, GPI provided permitting, design, and construction related services for the replacement of the bridge carrying Comins Road over the French River in Oxford. The project includes a proposed three-sided concrete box culvert, MSE retaining walls, roadway reconstruction and related work. *Client: MassDOT.*

Planning Board Traffic Peer-Review Services, Maynard, MA; 2010-2012. *Project Manager.* GPI provided consultant peer review services for various development throughout the Town of Maynard. GPI's peer-reviews focused on the traffic and construction impacts of various proposed developments for consideration by the Maynard Planning Board. *Client: Meridian Associates, Inc. and Town of Maynard Planning Board.*

Route 302 at the I-93 Ramps Roadway and Traffic Signal Improvements Project, Littleton, NH; 2012-2013. *Project Manager.* As part of a second phase of mitigation for a big box retail development, GPI worked with NHDOT, the Town of Littleton, and project abutters to gain consensus and redesign and permit roadway and traffic signal improvements along Route 302, adjacent to the I-93 ramps. The work had been stalled since 2006 due to lack of agreement between the parties on the proposed scope. GPI also provided construction related services, including full-time resident engineering on this project. *Client: Lowe's Home Improvement Centers.*

Central Avenue Reconstruction; Seekonk, MA; 2010. *Project Engineer.* This project involved the reconstruction of Central Avenue (Route 152) and the Bakers Corner intersection in Seekonk, MA. Work included roadway reconstruction; drainage design; traffic signal design; and sidewalk improvements. GPI took over the task of completing the design after the previous consultant failed to provide acceptable construction documents to the Massachusetts Department of Transportation. Responsibilities included project management, workload assignments, and project engineering. *Client: Town of Seekonk.*

Redevelopment of the Wakefield Municipal Gas and Light Department Facility, Wakefield, MA; 2010-2011. *Project Manager.* GPI was responsible for the preparation of the Traffic Impact Assessment for the proposed redevelopment of the existing Wakefield Municipal Gas and Light Department facility on North Avenue in Wakefield, MA. GPI also presented findings to the various boards and committees in town. *Client: Wakefield Municipal Gas and Light Department.*

Powderhouse Village, Ipswich, MA; 2009-2010. *Project Manager.* Responsible for the design and permitting of roadway and traffic signal improvements on County Road (Route 1A). The improvements consisted of installation of roadway widening, installation of a new traffic signal, pavement marking and signing upgrades, and new ADA compliant sidewalks. These improvements were mitigation for a proposed multi-use development located adjacent to the existing YMCA/VFW Development. *Client: Meridian Associates, Inc.*

Swansea Place Reconstruction, Route 6, Swansea, MA; 2007-2013. *Project Manager.* GPI is providing engineering, construction inspection and construction administration services for the reconstruction of Route 6 in Swansea. The construction includes box widening, drainage installation, sidewalk and curbing, cold-planing and pavement overlay, and installation of a new traffic signal system. GPI is also responsible for coordinating several easements between the property owners and MassDOT and designing a new drainage system along Route 6 between the Route I-195 interchange and the Coles' River, to be constructed in the future. *Client: RK Associates, Inc.*

North Main Street Streetscape Improvements, Randolph, MA; 2009- 2013. *Project Manager.* Responsible for the design of roadway improvements including reconstruction, pavement marking and signing upgrades, traffic signal modifications, and delineation of on street parking. *Client: The Cecil Group, Inc.*

Reconstruction of Water Street (Route 43), Williamstown, MA; 2009-2011. Responsible for the design of roadway improvements and preparation of contract documents suitable for MassDOT review and federal construction funding for approximately 2,400 feet. The improvements consisted of roadway widening and reconstruction, installation of ADA compliant sidewalks, and establishing on-street parking. *Client: Guntlow & Associates, Inc.*

JAMES (JIM) D. ANDERSON

Vice President, Area Manager
New England Construction Services
Senior Construction Manager/Senior Project Manager

Years of Experience

36 (22 with PB; 14 with others)

Education

AS, Civil Engineering Technology, University of New Hampshire

Professional Registrations/Certifications/Training

Certified NHDOT Local Project Administrator, Part 1 and Part 2 #1297
Certified MaineDOT Local Project Administrator
Certified OSHA 40-Hour Hazardous Waste Site and Safety Training
Certified OSHA 10-Hour Safety Training
Certificate, Drilled Shaft Construction & Inspection, Int'l Assoc. of Foundation Drilling
Certificate, Claims and Changes Management

Key Qualifications

Jim Anderson has extensive construction management and inspection experience in the roles of area manager, project manager, construction manager, project engineer, resident engineer, clerk of the works, and owner's site representative, both in the US and abroad. He brings a broad cross-section of experience on transportation, building, utility, environmental, and power projects with values ranging from \$1M to \$500M. He has demonstrated ability in leading multi-player teams to plan, direct, and control the design/construction process from pre-bid through project close-out. He has earned praise from public agencies throughout New England for the successful execution of on-call construction inspection contracts.

Relevant Highways and Bridge Experience

- New Hampshire Department of Transportation, Concord, New Hampshire: project manager for on-call task order contract providing statewide construction inspection, materials testing, environmental monitoring and construction scheduling review services. Primary client interface identifying, assigning and supervising personnel on highway and bridge projects, i.e. the historic Memorial Lift Bridge Replacement Project, the I-93 Widening Program, the Newington Little Bay Bridge Replacement, the Enfield Route 4A road and reconstruction project, the annual Eastern Turnpike Paving Program and the Route 101 Auburn to Candia mill & fill and bridge redeck project.
- Broad Street Parkway Project, Nashua, New Hampshire: principle-in-charge and technical advisor overseeing the PB resident inspection team that are assisting the Department of Public Works with oversight of the largest municipally managed, federally funded transportation project ever built in NH. The Broad Street Parkway is a \$30M, 1.8 mile, two lane roadway that follows a route adjacent to an active Pan Am railroad, crossing the Nashua River and passing through the Historic Millyard area, before tying into the existing Pine Street. This new parkway is a critically important roadway project providing an important link to downtown Nashua and a second crossing of the Nashua River. PB field staff is providing construction inspection and administration for all structural elements to include three bridges; Baldwin Street, Nashua River and Fairmount Street, along with three major retaining walls, located along the entire alignment.
- Vermont Agency of Transportation, Montpelier, Vermont: project manager for on-call task order contract providing statewide construction inspection, environmental monitoring, estimating database updating and materials testing services. Primary client interface identifying, assigning and supervising personnel on highway, bridge and local traffic signalization projects. Project elements utilizing maintenance of traffic principles include road

reconstruction and widening, complete replacement of an historic concrete arch bridge, storm drainage, sewer upgrades, traffic signalization, striping, signage wetlands mitigation and landscaping betterments. Project examples have included the Crown Point Bridge Replacement Project, Hartford US 5 Reconstruction, Cabot-Danville Route 2 Reconstruction, the Randolph Park & Ride, and annual I-89 paving program.

- Maine Turnpike Authority, Portland, Maine: project manager for on-call task order contract providing construction inspection and materials testing services. Primary client interface identifying, assigning and supervising personnel on highway, bridge and building projects, i.e. the Chandler Mills Road Overpass rehabilitation, the Mousam Road Overpass deck and abutment repairs, the Chases Pond Road painting rehabilitation and the Gray Maintenance Facility Expansion and Renovation, which included a new salt shed, renovated paint shop and vehicle and maintenance center.
- Maine Department of Transportation, Augusta, Maine: project manager for multi-year task order contract providing statewide construction inspection, materials testing and management services. He served as the primary client interface identifying, assigning and supervising personnel on highway, bridge and local traffic signalization projects. Project elements utilizing maintenance of traffic principles include road reconstruction and widening, bridge inspection and resurfacing, storm drainage, sewer upgrades, historical granite arch culvert rehabilitation, traffic signalization, striping, signage and landscaping betterments. Project examples include the Acadia Gateway Center, a new bus maintenance facility at the entrance to Acadia National Park, the Kennebunk Rails to Trails, the Dennett Road Bridge Replacement and the I-95 Waterville to Pittsfield Paving.
- Missisquoi Bay Bridge Project, Alburg-Swanton, Vermont: project manager during construction of this \$39.5M, 3,600-foot multi-span, steel plate girder bridge with twenty-two 10-foot diameter drilled shafts, which replaces an inoperable 1938 bascule drawbridge spanning Lake Champlain, a US Coast Guard (USCG) navigable waterway. The project also includes removal of the existing bridge, causeways and approaches, full reconstruction and widening several miles of Route 78 and adjoining side roads, a National Parks boat launching facility and an at-grade crossing of the New England Central Railroad. Unique elements include the protection of Spiny Soft Shell turtles and multiple species of mussels. Temporary basking platforms are being provided for the endangered turtles, during construction while permanent platforms are being integrated into the completed bridge superstructure. He serves as the primary client interface identifying, assigning and supervising PB Team inspection and technical support personnel, within an integrated Vermont Agency of Transportation (VTrans) team. He is also participating in constructability reviews and has identified innovative means to stage and sequence construction around live traffic and delayed utility relocations.
- Route 34 East Downtown Crossing, New Haven, Connecticut: A \$14M municipal project that includes federal participating TIGER Grant monies and overseen by both FHWA and CTDOT. The project involves the abandonment and demolition of a four-lane highway, two-way arterial highway, expansion of perimeter roads into 'complete street' boulevards, demolition and reconstruction of the College Street Bridge and associated major MSE and retaining walls. As technical advisor, performing periodic quality assurance and assisting with interface between the principle-in-charge, project manager, City of New Haven project representatives and the PB field staff, which includes a resident engineer, project engineer (design liaison), office engineer, chief inspector, inspectors, environmental monitor, materials technicians, surveyors, and office clerk.
- Rhode Island Department of Transportation, Providence, Rhode Island: project manager for on-call task order contract providing statewide construction inspection services. Primary client interface identifying, assigning and supervising personnel on highway and bridge projects.

**STATEWIDE ON-CALL
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
16441A**

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**STATEWIDE ON-CALL
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
16441A**

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 2 day of February in the year 2015 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 Greenman-Pedersen, Inc., with principal place of business at 325 West Main Street in the City of Babylon, State of New York, and 14 Manchester Square, Suite 150, in the City of Portsmouth, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical design services for various highway projects located throughout the STATE. These services are outlined in the CONSULTANT'S technical proposal dated July 31, 2014 and revised fee proposal dated November 7, 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 Construction Engineering and/or Inspection (hereinafter referred to as **CE&I**) 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. GENERAL

The Consultant agrees to render services to the DEPARTMENT including, but not limited to, tasks set forth in this AGREEMENT under Article I, Section B - Scope of Work, which are considered to be an outline of the required work in a general manner and should not be construed as being a final detail list of all work required of the CONSULTANT. ~~The CONSULTANT shall perform all work under this AGREEMENT in accordance with NHDOT Policies and standard practices.~~

B. SCOPE OF WORK

1. Definitions

Consultant: An individual or firm that will furnish CE&I services.

Project: The specific section of the highway together with all appurtenances to be constructed under the contract.

Engineer: The Assistant Commissioner of the DEPARTMENT, who is responsible for engineering supervision of the construction, acting directly or through his/her duly authorized representatives.

Department Supervisor: An individual deemed appropriate within the DEPARTMENT to whom the CONSULTANT'S inspector reports directly.

Project Assignment Letter: An Assignment Letter is a written agreement signed by both the CONSULTANT and the DEPARTMENT that assigns Consultant personnel to a project or multiple projects, sets forth his/her duties, specifies location, starting date, expected duration and identifies the Department Supervisor.

CE&I: Services provided by CONSULTANT personnel who monitor and document contractor's work performed on DEPARTMENT construction projects for conformance with the plans and specifications.

2. General Description

The CONSULTANT shall provide services to the DEPARTMENT in all facets of CE&I in accordance with the DEPARTMENT'S plans, specifications, standards, procedures and manuals. The CONSULTANT may also be asked to provide technical assistance in all phases of

ARTICLE I

stormwater management from pre-construction through final acceptance of a project. Section 3, subsection d, provides a more comprehensive list of project duties.

The DEPARTMENT will assign the CONSULTANT to the individual project or multiple projects requiring services.

The CONSULTANT shall perform CE&I services as included in the Project Assignment Letter or as directed by the Engineer. The CONSULTANT shall supply its own vehicles to provide the services outlined below for each project. For the protection of traffic, all vehicles used on the project shall be equipped with amber flashing lights visible from 360 degrees around the vehicle. The flashing light system shall be in continuous operation while the vehicle is on any part of the traveled lanes, shoulders or ramps within the construction zone. All drivers of vehicles used on the project shall be furnished with written instructions concerning the manner of operation of these vehicles regarding traffic safety requirements. Specifically, these instructions shall warn against stopping on travel portions of the roadway, passing other vehicles, and using median crossovers. All work performed by the CONSULTANT shall conform to all applicable NHDOT Local, State, and Federal Health and Safety Rules and Regulations.

3. Detailed Scope of Work

a. Scope

This work consists of providing qualified personnel for CE&I for highway and bridge construction projects as required by the Engineer.

This work will consist of services for individual projects or multiple projects throughout the State.

Only CONSULTANT personnel actually working on the project site (performing project duties) are eligible for compensation under the AGREEMENT.

CONSULTANT personnel may be utilized for other associated duties not specifically included in this AGREEMENT. Requests for Specialty Services will be made in writing by the Department Supervisor to the CONSULTANT.

b. Staffing

The CONSULTANT'S personnel assigned to a project must have prior experience in the areas of work that they are to perform. Personnel assigned to a project will be subject to prior review and approval by the DEPARTMENT. This review and approval process may include but not be limited to a personal interview.

Personnel, as defined below and as identified in the technical proposal, shall not be replaced on the project without DEPARTMENT approval.

ARTICLE I

The CONSULTANT shall provide sufficient trained personnel to adequately and competently perform the requirements of this AGREEMENT. The CONSULTANT'S personnel assigned to a particular project shall perform all work in accordance with the conditions and terms of this AGREEMENT. Any person employed by the CONSULTANT who, in the opinion of the Engineer, does not perform his/her work in a proper and skillful manner, is intemperate or disorderly, or for any other reason, at the written request of the Engineer shall be removed immediately. Any personnel so removed will not be eligible for work at any other project under this AGREEMENT.

The CONSULTANT shall provide personnel available to work whatever schedule is set forth in the Project Assignment Letter or as the Engineer directs upon prior notice. ~~CONSULTANT personnel shall be directed to check-in with the Department Supervisor at the start and end of each workday, unless otherwise directed in writing by the Department Supervisor. This check-in will include telling the Department Supervisor the start of work time and end of work time for that day.~~

Employment of CONSULTANT personnel may be terminated at any time their services are no longer required. The DEPARTMENT reserves the right to reassign personnel to various projects as needed.

Compensation for time worked under terms of this AGREEMENT shall begin and end at a specified Project Office. Travel and per diem policies are outlined in Article II.

The CONSULTANT shall comply with all applicable Federal, State, and local laws and regulations while performing work for the DEPARTMENT.

All CONSULTANT personnel must be prequalified by the DEPARTMENT prior to being utilized under this AGREEMENT. Copies of certification documents and experience summaries must be submitted for each individual being proposed by the CONSULTANT as part of the DEPARTMENT approval process.

When the CONSULTANT proposes to add personnel in addition to those approved under this AGREEMENT they should do so in writing to the DEPARTMENT with certification documents and experience summaries included. A revised listing of all personnel utilized under the AGREEMENT will be provided for each such request.

The DEPARTMENT reserves the right, with prior notification to the CONSULTANT, to direct the assignment and reassignment, of personnel as deemed necessary to provide services to meet the requirements of the DEPARTMENT.

The DEPARTMENT reserves the right to reject any CONSULTANT Personnel at any time for reasonable cause.

ARTICLE I

c. Minimum Eligibility Requirements

For purposes of this section, Engineer refers to an individual with a Bachelor of Science Degree in Civil Engineering or related field and Technician refers to an individual with an Associates Degree in Civil Engineering Technology or related field and/or related construction experience acceptable to the DEPARTMENT. Personnel provided by the CONSULTANT shall identify with the following Classifications:

Technician Inspector - Level I

Must meet one of the following criteria:

Associates Degree in Civil Engineering Technology or related field and have a minimum of one year of construction inspection experience.

OR

High School Diploma and minimum of five years of construction inspection experience.

Technician Inspector - Level II

Must meet one of the following criteria:

Associates Degree in Civil Engineering Technology or related field and have a minimum of five years of construction inspection experience.

OR

High School Diploma and minimum of ten years of construction inspection experience.

Technician Inspector - Level III

Must meet one of the following criteria:

Associates Degree in Civil Engineering Technology or related field and have a minimum of eight years of construction inspection experience.

OR

High School Diploma and minimum of ten years of construction inspection experience.

AND (applies to both above criteria)

Must have physical highway or bridge construction inspection experience on a NH Department of Transportation project and practical application with the procedures of the DEPARTMENT and with the NHDOT **Standard Specifications for Road and Bridge Construction**. Must also have experience using the DEPARTMENT'S Construction Management System (CMS).

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Engineer Inspector – Level I

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering or related field and a minimum of one year of construction inspection experience.

Engineer Inspector – Level II

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering or related field and a minimum of five years of construction inspection experience.

Engineer Inspector – Level III

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering or related field and a minimum of eight years of construction inspection experience.

Must be a Registered Professional Engineer (PE) Licensed to practice in the State of New Hampshire.

Must have physical highway or bridge construction inspection experience on a NH Department of Transportation project and practical application with the procedures of the DEPARTMENT and with the NHDOT **Standard Specifications for Road and Bridge Construction**. Must also have experience using the DEPARTMENT'S Construction Management System (CMS).

Environmental Inspector

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering, Environmental Studies or related field and have 3 years experience or knowledge of highway and bridge construction operations.

Must be a Certified Erosion Sediment and Storm Water Inspector (CESSWI) and /or a Certified Professional Erosion and Sediment Control Specialist CPESC).

d. **Project Duties**

The CONSULTANT'S personnel are required, and shall be qualified, to perform inspection, documentation, testing and other Construction Engineering activities throughout the various stages of the project, including, but not limited, to the following areas:

1. Production, hauling and placement of highway related materials.
2. Soil or rock excavations, and soil or rock fill construction.
3. Roadway base, subbase, and slope construction, including checking line and grade.

ARTICLE I

4. Drainage work, including pipe and structure installation, ditchline grading, detention/retention area construction, etc.
5. Utility construction for sewer, water, electricity, gas, etc.
6. Storm Water Pollution Prevention Plan (SWPPP) review and analysis.
7. Erosion control product evaluation.
8. Erosion and sediment control Best Management Practices (BMP's).
9. Construction of traffic signs, traffic pavement markings and symbols, and traffic signal installations.
10. Bridge and building demolition.
11. Paving, resurfacing, pavement repair and rehabilitation.
12. Guardrail, fence and other linear barriers.
13. Land clearing and landscaping.
14. Bridge substructure, including foundation preparation work, and bridge superstructure work.
15. Non-bridge structures such as retaining walls, overhead signs, soundwalls, sidewalks, etc.
16. Traffic control procedures and devices.

e. Certifications/Training

The DEPARTMENT may require that the CONSULTANT'S personnel be certified (or be able to obtain certification within a reasonable time frame) or have training by the National Institute for Certification in Engineering Technologies (NICET), the North East Transportation Technician Certification Program (NETTCP) or the American Concrete Institute (ACI). The areas of concentration would be Hot Mix Asphalt (HMA) Paving Inspection, Soils and Aggregate Inspection/testing and Concrete Inspection/testing.

CONSULTANT personnel performing storm water management duties may be required to be a Certified Professional Erosion and Sediment Control Specialist (CPESC).

f. Equipment

Equipment furnished by the CONSULTANT shall include but not be limited to:

1. Personal Protective Equipment (PPE's) including but not limited to: hard hats, Type II (minimum, type III recommended at night) reflective vests, gloves, coveralls, safety glasses, hearing protection, steel-toed work boots, rain gear. All PPE's shall meet minimum OSHA and ANSI standards.
2. Scientific calculators
3. Drafting tools

ARTICLE I

4. Measuring tapes, rulers

5. Hand levels

g. Cooperation and Records

The CONSULTANT agrees to cooperate fully with the DEPARTMENT and to maintain and protect complete construction records at the project field office and/or the Bureau of Construction for review, use and approval at all times. These records, upon request, shall be transferred to the custody of the DEPARTMENT when the CONSULTANT has completed the assignment.

h. Post Project Assistance

The CONSULTANT shall be available to assist the DEPARTMENT in the processing of any ~~Project claims or lawsuits arising from Project(s) to which the CONSULTANT is assigned~~ hereunder until the CONTRACTOR'S acceptance of the final estimate. This work effort would be considered a continuation of the project assignment.

C. MATERIALS FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish materials to the CONSULTANT, such as Plans, Standard Specifications, Special Provisions, Construction Manual and any available information pertinent to the CONSULTANT'S assignment.

D. WORK SCHEDULE

1. This AGREEMENT period begins on the date of approval by the Governor and Council.
2. The CONSULTANT shall complete the services without delay unless unable to do so for causes not under its control.
3. CONSULTANTS employed under the terms of this AGREEMENT shall be available to begin work within one week of the receipt of a Project Assignment Letter.
4. Close coordination between the CONSULTANT and the DEPARTMENT shall be maintained at all times.
5. A project conference between the Department Supervisor and the CONSULTANT may be required as determined by the Engineer before the assigned work is started to insure that the CONSULTANT is in compliance with the DEPARTMENT'S requirements. Lead-time required to perform all necessary checks prior to the start of operations shall be agreed upon.

E. CONSULTANT AUTHORITY

1. The CONSULTANT shall notify the Department Supervisor and the Contractor immediately of any workmanship or materials that do not conform to specifications.
2. The CONSULTANT shall notify the Department Supervisor and the Contractor immediately of any imminent safety issues.

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3. The CONSULTANT shall not authorize additional work or the elimination of work.
4. The CONSULTANT shall not authorize any Change Orders.
5. The CONSULTANT shall not authorize any progress payments made to the Contractor.
6. The CONSULTANT shall not commit the DEPARTMENT to any additional expenditure of funds.

F. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is March 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

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 \$1,950,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$1,950,000.00 total amount.)

B. METHOD OF COMPENSATION FOR ENGINEERING TASK ORDERS

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

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

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

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

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

= Task Order Cost

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

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

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

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

*Same formula for additional contract periods, when applicable.

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

ARTICLE II

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

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

In the event that the Completion Date for this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section F - 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 \$134.49 per hour maximum Engineering Services contract labor rate.

ENGINEERING SERVICES CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Project Director	\$134.49*	\$134.49*	\$134.49*	\$
Project Manager	\$134.49*	\$134.49*	\$134.49*	\$
QA/QC Manager	\$134.49*	\$134.49*	\$134.49*	\$
Senior Engineer	\$131.80	\$134.49*	\$134.49*	\$
Project Engineer	\$118.80	\$122.36	\$126.03	\$
Engineer	\$70.60	\$72.72	\$74.90	\$

* Maximum Engineering Services 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%**.

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4. **Overhead Factor** - The negotiated overhead factor for engineering/office work (168.97%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** - Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

D. **LUMP-SUM FORMAT**

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

ARTICLE II

E. METHOD OF COMPENSATION FOR CE&I TASK ORDERS

The method of compensation for CE&I Services Task Orders issued under this agreement will be Specific Rates of Pay (The Contract Labor Rates for the Specific Rates of Pay format include profit.)

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

1. **Task Order Cost** - The negotiated not-to-exceed cost of each Specific Rates of Pay 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 (direct expenses and subconsultant costs) as follows:

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

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

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

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. Task Orders for CE&I services will be issued for a maximum duration of 12 months.

(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 of this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section F - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract

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Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period 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 annual contract adjustment rate **and overtime rates**) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a \$124.78 per hour maximum Inspection Services contract labor rate.

CE&I SERVICES CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Engineer Inspector - Level III	\$93.59	\$96.40	\$99.29	\$
Engineer Inspector – Level II	\$77.05	\$79.37	\$81.75	\$
Engineer Inspector – Level I	\$65.51	\$67.48	\$69.50	\$
Technician Inspector – Level III	\$78.61	\$80.97	\$83.40	\$
Technician Insp. – Level III (OT Rate**)	\$94.36	\$97.19	\$100.11	\$
Technician Inspector – Level II	\$67.38	\$69.40	\$71.49	\$
Technician Insp. – Level II (OT Rate**)	\$80.88	\$83.81	\$85.81	\$
Technician Inspector – Level I	\$59.90	\$61.69	\$63.54	\$
Technician Insp. – Level I (OT Rate**)	\$71.90	\$74.05	\$76.27	\$
Environmental Inspector	\$84.85	\$87.40	\$90.02	\$

* Maximum Inspection Services contract labor rate allowed under this AGREEMENT.

** The Contract Labor Rates in the above table shall apply for any 24 hours of the day. Any overtime hours worked beyond the standard 40 hours per week will be reimbursed in following manner:

Engineers Engineers shall receive straight time for all hours worked.

Engineering Technicians Engineering Technicians shall receive a rate of time and one half of their Direct Labor Rate. Overhead rate and profit shall not be adjusted.

~~**Environmental Inspectors** Environmental Inspectors shall receive a rate of time and one half of their Direct Labor Rate. Overhead rate and profit shall not be adjusted.~~

The CONSULTANT shall not work overtime without prior approval of the DEPARTMENT.

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3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include the 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 for CE&I/field work (**131.08%**) 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. **Profit** - The rate for profit and non-reimbursed costs shall be negotiated based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)] and shall remain fixed at that rate for the life of the AGREEMENT. The negotiated rate for profit for this AGREEMENT is **8.0%**.
6. **Direct Expenses** - Direct expenses shall not exceed **\$50,000.00 per year** and shall be 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. Cell phones and any associated charges will not be reimbursable as a direct expense under this AGREEMENT. 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** – If subconsultant specialty services are needed, contract labor rates for those services will be negotiated at the time the need for those services has been established. Subconsultant costs for additional inspection resources are anticipated to be compensated for using the CE&I labor rates for the prime consultant, however, at the DEPARTMENT'S discretion, the subconsultant could be reimbursed for actual costs.

F. **SUBCONSULTANT SUPPORTING SERVICES**

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

G. **INVOICING and PAYMENT**

Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, project-by-project bill submitted on a monthly or other approved basis by the CONSULTANT. The CONSULTANT shall also submit with the itemized bill,

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DEPARTMENT approved backup weekly time sheets for each employee showing the charges by project and signed by a DEPARTMENT representative.

H. 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 all applicable AASHTO and ASTM standard test methods as well as 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 locations available for inspection by STATE and Federal Highway Administration representatives will vary according to project assignments.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the

ARTICLE IV

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.

ARTICLE IV

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 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

ARTICLE IV

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 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

ARTICLE IV

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.

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

ARTICLE IV

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 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.

ARTICLE IV

- (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.
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

ARTICLE IV

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 1

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

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

GREENMAN-PEDESEN, INC.
(Company)
By: [Signature]
CHRISTER EICSDAL
SENIOR VICE PRESIDENT
(Title)

Date: 01-02-2015

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

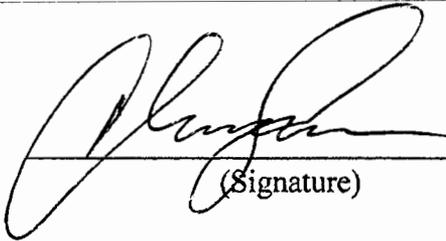
**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

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.

01-02-2015

(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the SENIOR VICE PRESIDENT and duly-authorized representative of the firm of GREENMAN-PEDERSEN, INC., and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

01-02-2015

(Date)


(Signature)

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):

2/23/15
(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: [Signature]

Notary Public

Dated: 01-02-2015

CONSULTANT

By: [Signature]

CHRISTER ERICSSON
SENIOR VICE PRESIDENT
(TITLE)

Dated: 01-02-2015

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: 2/23/15

THE STATE OF NEW HAMPSHIRE

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

FORDOT COMMISSIONER

Dated: 2/23/15

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: 3/5/15

By: [Signature]

Assistant Attorney General
John J. Conforti

Secretary of State

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

Dated: _____

Attest:

By: _____

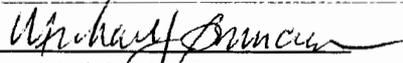
Secretary of State

GPI

At a meeting of the Board of Directors of Greenman-Pedersen, Inc., at which all the Directors were present or waived notice, it was

VOTED, Christer Ericsson, Senior Vice President, of Greenman-Pedersen, Inc., be and he hereby is authorized to execute contracts and bonds in the name and behalf of said Company, and affix its corporate seal thereto; and such execution of any contract or obligation in this Company's name on its behalf by such Senior Vice President, under seal of the Company, shall be valid and binding upon this Company.

A true copy

ATTEST: 
Michael J. Buoncore
Secretary/Treasurer

Place of Business:
Greenman-Pedersen, Inc.
181 Ballardvale Street, Suite 202
Wilmington, MA 01887

Date of this Declaration:
January 2, 2015

I hereby certify that I am the Secretary/Treasurer of Greenman-Pedersen, Inc. and that Christer Ericsson is the duly elected Senior Vice President of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.


Michael J. Buoncore
Secretary/Treasurer

Corporate Seal

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 GREENMAN-PEDERSEN, INC. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on February 13, 2002. 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 13th day of February, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2015

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: KARL HUCKE PHONE (A/C No. Ext): 516-869-8788 E-MAIL ADDRESS: mbuonomo@genattgrp.com	FAX (A/C No.): 1-516-706-2973
	INSURER(S) AFFORDING COVERAGE	
INSURED GREENMAN Greenman Pedersen, Inc. 325 West Main Street (Wilmington) Babylon NY 11702	INSURER A: Liberty Insurance Corp	
	INSURER B: Ironshore Indemnity Inc	
	INSURER C: First Liberty Insurance Corp	
	INSURER D: Liberty Mutual Fire Insurance Co.	
	INSURER E: L.M. Insurance Corp. & Affiliates I	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1364717823 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		TB6Z11260851014	12/31/2014	12/31/2015	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS2Z11260851264	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		TH7Z11260851024	12/31/2014	12/31/2015	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WA5Z1D260851254	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
B	Professional Liability		001546101	6/30/2014	6/30/2016	Each Claim	\$5,000,000
						Aggregate	\$10,000,000
						Deductible	\$75,000

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

WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY FOREGOING PER POLICY FORM (F) PROPERTY - AGCS MARINE INSURANCE COMPANY POLICY #MXI93055344 (EFF DATE: 12/31/14-15), VALUABLE PAPERS LIMIT \$100,000

RE: MAX-2014042.00- NHDOT Contract #16441A- Statewide On-Call CE&I Services

Additional Insured Status Encompasses General Liability, Automobile & Umbrella Coverage as required by written contract. Primary Insurance Status Encompasses General Liability, Automobile & Umbrella Coverage on a Primary and Non-Contributory Basis. Waiver of See Attached...

CERTIFICATE HOLDER State of New Hampshire Department of Transportation 7 Hazen Drive; PO Box 483 - John O Morton Building Concord NH 03302-0483	CANCELLATION 30 day notice applies SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY PG Genatt Group LLC		NAMED INSURED Greenman Pedersen, Inc. 325 West Main Street (Wilmington) Babylon NY 11702	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract. State of New Hampshire Department of Transportation is included as additional insured as required by written contract.

**STATEWIDE ON-CALL
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
16441B**

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**STATEWIDE ON-CALL
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
16441B**

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 10 day of February in the year 2015 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 Hoyle, Tanner & Associates, Inc., with principal place of business at 150 Dow Street, in the City of Manchester, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical design services for various highway projects located throughout the STATE. These services are outlined in the CONSULTANT'S technical proposal dated July 31, 2014 and fee proposals dated October 17, 2014 and January 29, 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.

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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 Construction Engineering and/or Inspection (hereinafter referred to as CE&I) 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. GENERAL

The Consultant agrees to render services to the DEPARTMENT including, but not limited to, tasks set forth in this AGREEMENT under Article I, Section B - Scope of Work, which are considered to be an outline of the required work in a general manner and should not be construed as being a final detail list of all work required of the CONSULTANT. ~~The CONSULTANT shall perform all work under this AGREEMENT in accordance with NHDOT Policies and standard practices.~~

B. SCOPE OF WORK

1. Definitions

Consultant: An individual or firm that will furnish CE&I services.

Project: The specific section of the highway together with all appurtenances to be constructed under the contract.

Engineer: The Assistant Commissioner of the DEPARTMENT, who is responsible for engineering supervision of the construction, acting directly or through his/her duly authorized representatives.

Department Supervisor: An individual deemed appropriate within the DEPARTMENT to whom the CONSULTANT'S inspector reports directly.

Project Assignment Letter: An Assignment Letter is a written agreement signed by both the CONSULTANT and the DEPARTMENT that assigns Consultant personnel to a project or multiple projects, sets forth his/her duties, specifies location, starting date, expected duration and identifies the Department Supervisor.

CE&I: Services provided by CONSULTANT personnel who monitor and document contractor's work performed on DEPARTMENT construction projects for conformance with the plans and specifications.

2. General Description

The CONSULTANT shall provide services to the DEPARTMENT in all facets of CE&I in accordance with the DEPARTMENT'S plans, specifications, standards, procedures and manuals. The CONSULTANT may also be asked to provide technical assistance in all phases of

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stormwater management from pre-construction through final acceptance of a project. Section 3, subsection d, provides a more comprehensive list of project duties.

The DEPARTMENT will assign the CONSULTANT to the individual project or multiple projects requiring services.

The CONSULTANT shall perform CE&I services as included in the Project Assignment Letter or as directed by the Engineer. The CONSULTANT shall supply its own vehicles to provide the services outlined below for each project. For the protection of traffic, all vehicles used on the project shall be equipped with amber flashing lights visible from 360 degrees around the vehicle. The flashing light system shall be in continuous operation while the vehicle is on any part of the traveled lanes, shoulders or ramps within the construction zone. All drivers of vehicles used on the project shall be furnished with written instructions concerning the manner of operation of these vehicles regarding traffic safety requirements. Specifically, these instructions shall warn against stopping on travel portions of the roadway, passing other vehicles, and using median crossovers. All work performed by the CONSULTANT shall conform to all applicable NHDOT Local, State, and Federal Health and Safety Rules and Regulations.

3. Detailed Scope of Work

a. Scope

This work consists of providing qualified personnel for CE&I for highway and bridge construction projects as required by the Engineer.

This work will consist of services for individual projects or multiple projects throughout the State.

Only CONSULTANT personnel actually working on the project site (performing project duties) are eligible for compensation under the AGREEMENT.

CONSULTANT personnel may be utilized for other associated duties not specifically included in this AGREEMENT. Requests for Specialty Services will be made in writing by the Department Supervisor to the CONSULTANT.

b. Staffing

The CONSULTANT'S personnel assigned to a project must have prior experience in the areas of work that they are to perform. Personnel assigned to a project will be subject to prior review and approval by the DEPARTMENT. This review and approval process may include but not be limited to a personal interview.

Personnel, as defined below and as identified in the technical proposal, shall not be replaced on the project without DEPARTMENT approval.

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The CONSULTANT shall provide sufficient trained personnel to adequately and competently perform the requirements of this AGREEMENT. The CONSULTANT'S personnel assigned to a particular project shall perform all work in accordance with the conditions and terms of this AGREEMENT. Any person employed by the CONSULTANT who, in the opinion of the Engineer, does not perform his/her work in a proper and skillful manner, is intemperate or disorderly, or for any other reason, at the written request of the Engineer shall be removed immediately. Any personnel so removed will not be eligible for work at any other project under this AGREEMENT.

The CONSULTANT shall provide personnel available to work whatever schedule is set forth in the Project Assignment Letter or as the Engineer directs upon prior notice.

~~CONSULTANT personnel shall be directed to check-in with the Department Supervisor at the start and end of each workday, unless otherwise directed in writing by the Department Supervisor. This check-in will include telling the Department Supervisor the start of work time and end of work time for that day.~~

Employment of CONSULTANT personnel may be terminated at any time their services are no longer required. The DEPARTMENT reserves the right to reassign personnel to various projects as needed.

Compensation for time worked under terms of this AGREEMENT shall begin and end at a specified Project Office. Travel and per diem policies are outlined in Article II.

The CONSULTANT shall comply with all applicable Federal, State, and local laws and regulations while performing work for the DEPARTMENT.

All CONSULTANT personnel must be prequalified by the DEPARTMENT prior to being utilized under this AGREEMENT. Copies of certification documents and experience summaries must be submitted for each individual being proposed by the CONSULTANT as part of the DEPARTMENT approval process.

When the CONSULTANT proposes to add personnel in addition to those approved under this AGREEMENT they should do so in writing to the DEPARTMENT with certification documents and experience summaries included. A revised listing of all personnel utilized under the AGREEMENT will be provided for each such request.

The DEPARTMENT reserves the right, with prior notification to the CONSULTANT, to direct the assignment and reassignment, of personnel as deemed necessary to provide services to meet the requirements of the DEPARTMENT.

The DEPARTMENT reserves the right to reject any CONSULTANT Personnel at any time for reasonable cause.

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c. Minimum Eligibility Requirements

For purposes of this section, Engineer refers to an individual with a Bachelor of Science Degree in Civil Engineering or related field and Technician refers to an individual with an Associates Degree in Civil Engineering Technology or related field and/or related construction experience acceptable to the DEPARTMENT. Personnel provided by the CONSULTANT shall identify with the following Classifications:

Technician Inspector - Level I

Must meet one of the following criteria:

Associates Degree in Civil Engineering Technology or related field and have a minimum of one year of construction inspection experience.

OR

High School Diploma and minimum of five years of construction inspection experience.

Technician Inspector - Level II

Must meet one of the following criteria:

Associates Degree in Civil Engineering Technology or related field and have a minimum of five years of construction inspection experience.

OR

High School Diploma and minimum of ten years of construction inspection experience.

Technician Inspector - Level III

Must meet one of the following criteria:

Associates Degree in Civil Engineering Technology or related field and have a minimum of eight years of construction inspection experience.

OR

High School Diploma and minimum of ten years of construction inspection experience.

AND (applies to both above criteria)

Must have physical highway or bridge construction inspection experience on a NH Department of Transportation project and practical application with the procedures of the DEPARTMENT and with the NHDOT **Standard Specifications for Road and Bridge Construction**. Must also have experience using the DEPARTMENT'S Construction Management System (CMS).

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Engineer Inspector – Level I

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering or related field and a minimum of one year of construction inspection experience.

Engineer Inspector – Level II

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering or related field and a minimum of five years of construction inspection experience.

Engineer Inspector – Level III

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering or related field and a minimum of eight years of construction inspection experience.

Must be a Registered Professional Engineer (PE) Licensed to practice in the State of New Hampshire.

Must have physical highway or bridge construction inspection experience on a NH Department of Transportation project and practical application with the procedures of the DEPARTMENT and with the NHDOT **Standard Specifications for Road and Bridge Construction**. Must also have experience using the DEPARTMENT'S Construction Management System (CMS).

Environmental Inspector

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering, Environmental Studies or related field and have 3 years experience or knowledge of highway and bridge construction operations.

Must be a Certified Erosion Sediment and Storm Water Inspector (CESSWI) and /or a Certified Professional Erosion and Sediment Control Specialist CPESC).

d. **Project Duties**

The CONSULTANT'S personnel are required, and shall be qualified, to perform inspection, documentation, testing and other Construction Engineering activities throughout the various stages of the project, including, but not limited, to the following areas:

1. Production, hauling and placement of highway related materials.
2. Soil or rock excavations, and soil or rock fill construction.
3. Roadway base, subbase, and slope construction, including checking line and grade.

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4. Drainage work, including pipe and structure installation, ditchline grading, detention/retention area construction, etc.
5. Utility construction for sewer, water, electricity, gas, etc.
6. Storm Water Pollution Prevention Plan (SWPPP) review and analysis.
7. Erosion control product evaluation.
8. Erosion and sediment control Best Management Practices (BMP's).
9. Construction of traffic signs, traffic pavement markings and symbols, and traffic signal installations.
10. Bridge and building demolition.
11. Paving, resurfacing, pavement repair and rehabilitation.
12. Guardrail, fence and other linear barriers.
13. Land clearing and landscaping.
14. Bridge substructure, including foundation preparation work, and bridge superstructure work.
15. Non-bridge structures such as retaining walls, overhead signs, soundwalls, sidewalks, etc.
16. Traffic control procedures and devices.

e. Certifications/Training

The DEPARTMENT may require that the CONSULTANT'S personnel be certified (or be able to obtain certification within a reasonable time frame) or have training by the National Institute for Certification in Engineering Technologies (NICET), the North East Transportation Technician Certification Program (NETTCP) or the American Concrete Institute (ACI). The areas of concentration would be Hot Mix Asphalt (HMA) Paving Inspection, Soils and Aggregate Inspection/testing and Concrete Inspection/testing.

CONSULTANT personnel performing storm water management duties may be required to be a Certified Professional Erosion and Sediment Control Specialist (CPESC).

f. Equipment

Equipment furnished by the CONSULTANT shall include but not be limited to:

1. Personal Protective Equipment (PPE's) including but not limited to: hard hats, Type II (minimum, type III recommended at night) reflective vests, gloves, coveralls, safety glasses, hearing protection, steel-toed work boots, rain gear. All PPE's shall meet minimum OSHA and ANSI standards.
2. Scientific calculators
3. Drafting tools

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4. Measuring tapes, rulers

5. Hand levels

g. Cooperation and Records

The CONSULTANT agrees to cooperate fully with the DEPARTMENT and to maintain and protect complete construction records at the project field office and/or the Bureau of Construction for review, use and approval at all times. These records, upon request, shall be transferred to the custody of the DEPARTMENT when the CONSULTANT has completed the assignment.

h. Post Project Assistance

The CONSULTANT shall be available to assist the DEPARTMENT in the processing of any Project claims or lawsuits arising from Project(s) to which the CONSULTANT is assigned hereunder until the CONTRACTOR'S acceptance of the final estimate. This work effort would be considered a continuation of the project assignment.

C. MATERIALS FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish materials to the CONSULTANT, such as Plans, Standard Specifications, Special Provisions, Construction Manual and any available information pertinent to the CONSULTANT'S assignment.

D. WORK SCHEDULE

1. This AGREEMENT period begins on the date of approval by the Governor and Council.
2. The CONSULTANT shall complete the services without delay unless unable to do so for causes not under its control.
3. CONSULTANTS employed under the terms of this AGREEMENT shall be available to begin work within one week of the receipt of a Project Assignment Letter.
4. Close coordination between the CONSULTANT and the DEPARTMENT shall be maintained at all times.
5. A project conference between the Department Supervisor and the CONSULTANT may be required as determined by the Engineer before the assigned work is started to insure that the CONSULTANT is in compliance with the DEPARTMENT'S requirements. Lead-time required to perform all necessary checks prior to the start of operations shall be agreed upon.

E. CONSULTANT AUTHORITY

1. The CONSULTANT shall notify the Department Supervisor and the Contractor immediately of any workmanship or materials that do not conform to specifications.
2. The CONSULTANT shall notify the Department Supervisor and the Contractor immediately of any imminent safety issues.

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3. The CONSULTANT shall not authorize additional work or the elimination of work.
4. The CONSULTANT shall not authorize any Change Orders.
5. The CONSULTANT shall not authorize any progress payments made to the Contractor.
6. The CONSULTANT shall not commit the DEPARTMENT to any additional expenditure of funds.

F. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is March 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.

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ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES

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 \$1,950,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$1,950,000.00 total amount.)

B. METHOD OF COMPENSATION FOR ENGINEERING TASK ORDERS

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

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

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

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

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

= Task Order Cost

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

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

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

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

*Same formula for additional contract periods, when applicable.

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

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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 F - 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 \$132.50 per hour maximum Engineering Services contract labor rate.

ENGINEERING SERVICES CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Project Manager II	\$132.50*	\$132.50*	\$132.50*	\$
Project Manager I	\$116.57	\$120.07	\$123.67	\$
Senior Engineer III	\$120.58	\$124.19	\$127.92	\$
Senior Engineer II	\$108.65	\$111.91	\$115.27	\$
Senior Engineer I	\$99.68	\$102.67	\$105.75	\$
Engineer V	\$90.31	\$93.02	\$95.81	\$
Engineer IV	\$84.80	\$87.34	\$89.96	\$
Engineer III	\$81.94	\$84.40	\$86.93	\$
Engineer II	\$71.55	\$73.70	\$75.91	\$
Engineer I	\$65.71	\$67.68	\$69.71	\$
Environmental Coordinator	\$97.94	\$100.88	\$103.91	\$

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<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
CAD/D Technician II	\$65.30	\$67.25	\$69.27	\$
Administrative Support Staff	\$65.46	\$67.42	\$69.44	\$

* Maximum Engineering Services 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 **for engineering/office work (165.00%)** shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** – Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

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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. METHOD OF COMPENSATION FOR CE&I TASK ORDERS

The method of compensation for CE&I Services Task Orders issued under this agreement will be Specific Rates of Pay (The Contract Labor Rates for the Specific Rates of Pay format include profit.)

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

1. **Task Order Cost** - The negotiated not-to-exceed cost of each Specific Rates of Pay 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 (direct expenses and subconsultant costs) as follows:

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

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

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

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

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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. Task Orders for CE&I services will be issued for a maximum duration of 12 months.

(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 of this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section F - 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 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 annual contract adjustment rate **and overtime rates**) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a **\$133.05 per hour maximum Inspection Services contract labor rate.**

CE&I SERVICES CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Engineer Inspector - Level III	\$93.43	\$96.23	\$99.12	\$
Engineer Inspector – Level II	\$69.61	\$71.70	\$73.85	\$
Engineer Inspector – Level I	\$61.20	\$63.04	\$64.93	\$
Technician Inspector – Level III	\$85.54	\$88.11	\$90.75	\$
Technician Insp. – Level III (OT Rate**)	\$101.62	\$104.67	\$107.81	\$
Technician Inspector – Level II	\$66.53	\$68.52	\$70.58	\$
Technician Insp. – Level II (OT Rate**)	\$79.03	\$81.40	\$83.84	\$
Technician Inspector – Level I	\$53.22	\$54.82	\$56.46	\$
Technician Insp. – Level I (OT Rate**)	\$63.22	\$65.12	\$67.07	\$

* Maximum Inspection Services contract labor rate allowed under this AGREEMENT.

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** The Contract Labor Rates in the above table shall apply for any 24 hours of the day. Any overtime hours worked beyond the standard 40 hours per week will be reimbursed in following manner:

Engineers Engineers shall receive straight time for all hours worked.

Engineering Technicians Engineering Technicians shall receive a rate of time and one half of their Direct Labor Rate. Overhead rate and profit shall not be adjusted.

Environmental Inspectors Environmental Inspectors shall receive a rate of time and one half of their Direct Labor Rate. Overhead rate and profit shall not be adjusted.

The CONSULTANT shall not work overtime without prior approval of the DEPARTMENT.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include the 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 for CE&I/field work (**146.39%**) 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. **Profit** - The rate for profit and non-reimbursed costs shall be negotiated based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)] and shall remain fixed at that rate for the life of the AGREEMENT. The negotiated rate for profit for this AGREEMENT is **8.0%**.
6. **Direct Expenses** - Direct expenses shall not exceed **\$50,000.00 per year** and shall be 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. Cell phones and any associated charges will not be reimbursable as a direct expense under this AGREEMENT. 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 environmental inspection services will be reimbursed using the rates for an Environmental Inspector in the CONSULTANT's fee proposal dated October 17, 2014. Subconsultant costs for additional inspection resources, if required, are anticipated to be

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compensated for using the CE&I labor rates for the prime consultant, however, at the DEPARTMENT'S discretion, the subconsultant could be reimbursed for actual costs.

F. SUBCONSULTANT SUPPORTING SERVICES

The subconsultant firms included in this AGREEMENT are:

Nobis Engineering - (Environmental Inspection Services)

G. INVOICING and PAYMENT

Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, project-by-project bill submitted on a monthly or other approved basis by the CONSULTANT. The CONSULTANT shall also submit with the itemized bill, DEPARTMENT approved backup weekly time sheets for each employee showing the charges by project and signed by a DEPARTMENT representative.

H. 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 all applicable AASHTO and ASTM standard test methods as well as 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 locations available for inspection by STATE and Federal Highway Administration representatives will vary according to project assignments.

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

ARTICLE IV

performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the

ARTICLE IV

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.

ARTICLE IV

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 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

ARTICLE IV

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 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

ARTICLE IV

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.

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

ARTICLE IV

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 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.

ARTICLE IV

- (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.
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

ARTICLE IV

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 1

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

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

Hoyle, Tanner & Associates, Inc.

(Company)

By: 

Todd M. Clark

Vice President

(Title)

Date: February 10, 2015

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.

February 10, 2015

(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Vice President and duly-authorized representative of the firm of Hoyle, Tanner & Associates, Inc., and that neither I nor the above firm I here represent has:

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

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

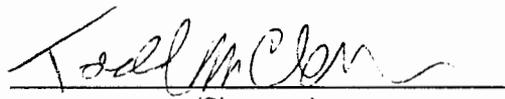
except as here expressly stated (if any):

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

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

February 10, 2015

(Date)


(Signature)

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):

2/19/15
(Date)

William J. Cass
(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: Judith D. Hann
Judith D. Hann
Executive Assistant

CONSULTANT

By: Todd M. Clark
Todd M. Clark
Vice President
(TITLE)

Dated: February 10, 2015

Dated: February 10, 2015

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Brown

THE STATE OF NEW HAMPSHIRE

By: William J. Cass, P.E.
William J. Cass, P.E.
Director of Project Development
DOT COMMISSIONER

Dated: 2/19/15

Dated: 2/19/15

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: 3/5/15

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

Secretary of State

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

Dated: _____

Attest:
By: _____
Secretary of State

HOYLE, TANNER & ASSOCIATES, INC.

Certificate of Vote

I, Frank E. Wells, hereby certify that I am a duly elected **Assistant Secretary** of Hoyle, Tanner & Associates, Inc.

I hereby certify the following is a true copy of a vote taken by Directors of the Corporation on February 10, 2015.

Voted: That Hoyle, Tanner & Associates, Inc. enter into an Agreement with the State of New Hampshire, acting through its Department of Transportation, for the provision of construction engineering and inspection services for the following project:

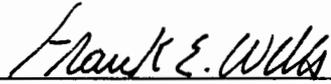
**Statewide On-Call
Construction Engineering and Inspection Services
16441B**

Voted: To authorize Todd M. Clark or Christopher R. Mulleavey on behalf of Hoyle, Tanner & Associates, Inc., to enter into the said Agreement with The State of New Hampshire, acting through its acting through its Department of Transportation, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto which, in his judgment, may be necessary, desirable or appropriate to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of February 10, 2015 and that **Todd M. Clark** and **Christopher R. Mulleavey** are duly elected **vice president** and **president**, respectively, of this corporation.

Attest:

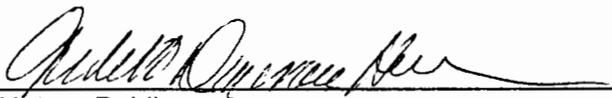
Date: February 10, 2015


Assistant Secretary

(CORPORATE SEAL)

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS

The foregoing instrument was acknowledged before me this 10th day of February, 2015.


Notary Public **JUDITH DONOVAN HAMN, Notary Public**
My Commission Expires May 23, 2017

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 Hoyle, Tanner & Associates, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 10, 1975. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2015

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Tara Dean, CIC	
	PHONE (A/C, No. Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: tdean@crossagency.com	
INSURED Hoyle, Tanner & Assoc., Inc. 150 Dow Street Manchester NH 03101	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Fire Ins Co	19682
	INSURER B: Hartford Casualty Ins Co	29424
	INSURER C: Twin City Fire Ins Co	29459
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 14-15 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		04UUNUX6485	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	04UUNUX6485	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		B					
		<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		04XHUIP9300	10/1/2014	10/1/2015
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	04WBJQ8832 (3a.) CT FL ME MA NH NY RI & VT All officers included	5/1/2014	5/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Statewide On-Call CE&I services. Project Number: #16441B
The State of NH is included as Additional Insured with respects to the CGL as per written contract. 30 day cancel notice applies, with the exception of Non-pay which is a 10 day notice. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER The State of New Hampshire Department of Transportation PO Box 483 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Lisa King, CIC/JSC 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2015

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company (CNA) A(XV)		20443
INSURED Hoyle, Tanner & Associates, Inc. 150 Dow Street Manchester, NH 03101	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

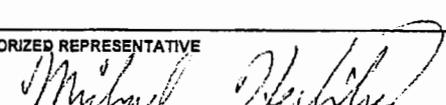
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	UTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability			AEH 00-616-12-77	06/01/2014	06/01/2015	Per Claim Limit 2,000,000
A				AEH 00-616-12-77	06/01/2014	06/01/2015	Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

Re: Statewide On-Call
CE & I Services
16441B

Policy shown contains a \$75,000 per claim deductible
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER The State of New Hampshire Department of Transportation 7 Hazen Drive PO Box 483 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

**ADDITIONAL REMARKS SCHEDULE**

AGENCY s & Gough		NAMED INSURED Hoyle, Tanner & Associates, Inc.	
POLICY NUMBER SEE PAGE 1		150 Dow Street Manchester, NH 03101	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

A 30 Day Notice of Cancellation will be issued in Accordance with Policy Terms and Conditions

STATEWIDE ON-CALL
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
16441C

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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
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
16441C**

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 11 day of February in the year 2015 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 Parsons Brinckerhoff, Inc., with principal place of business at One Penn Plaza, in the City of New York, State of New York, and New Hampshire branch office at 650 Elm Street, in the City of Manchester, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical design services for various highway projects located throughout the STATE. These services are outlined in the CONSULTANT'S technical proposal dated July 31, 2014 and fee proposals dated October 31, 2014 and January 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 Construction Engineering and/or Inspection (hereinafter referred to as CE&I) 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. GENERAL

The Consultant agrees to render services to the DEPARTMENT including, but not limited to, tasks set forth in this AGREEMENT under Article I, Section B - Scope of Work, which are considered to be an outline of the required work in a general manner and should not be construed as being a final detail list of all work required of the CONSULTANT. ~~The CONSULTANT shall perform all work under this AGREEMENT in accordance with NHDOT Policies and standard practices.~~

B. SCOPE OF WORK

1. Definitions

Consultant: An individual or firm that will furnish CE&I services.

Project: The specific section of the highway together with all appurtenances to be constructed under the contract.

Engineer: The Assistant Commissioner of the DEPARTMENT, who is responsible for engineering supervision of the construction, acting directly or through his/her duly authorized representatives.

Department Supervisor: An individual deemed appropriate within the DEPARTMENT to whom the CONSULTANT'S inspector reports directly.

Project Assignment Letter: An Assignment Letter is a written agreement signed by both the CONSULTANT and the DEPARTMENT that assigns Consultant personnel to a project or multiple projects, sets forth his/her duties, specifies location, starting date, expected duration and identifies the Department Supervisor.

CE&I: Services provided by CONSULTANT personnel who monitor and document contractor's work performed on DEPARTMENT construction projects for conformance with the plans and specifications.

2. General Description

The CONSULTANT shall provide services to the DEPARTMENT in all facets of CE&I in accordance with the DEPARTMENT'S plans, specifications, standards, procedures and manuals. The CONSULTANT may also be asked to provide technical assistance in all phases of

ARTICLE I

stormwater management from pre-construction through final acceptance of a project. Section 3, subsection d, provides a more comprehensive list of project duties.

The DEPARTMENT will assign the CONSULTANT to the individual project or multiple projects requiring services.

The CONSULTANT shall perform CE&I services as included in the Project Assignment Letter or as directed by the Engineer. The CONSULTANT shall supply its own vehicles to provide the services outlined below for each project. For the protection of traffic, all vehicles used on the project shall be equipped with amber flashing lights visible from 360 degrees around the vehicle. The flashing light system shall be in continuous operation while the vehicle is on any part of the traveled lanes, shoulders or ramps within the construction zone. All drivers of vehicles used on the project shall be furnished with written instructions concerning the manner of operation of these vehicles regarding traffic safety requirements. Specifically, these instructions shall warn against stopping on travel portions of the roadway, passing other vehicles, and using median crossovers. All work performed by the CONSULTANT shall conform to all applicable NHDOT Local, State, and Federal Health and Safety Rules and Regulations.

3. Detailed Scope of Work

a. Scope

This work consists of providing qualified personnel for CE&I for highway and bridge construction projects as required by the Engineer.

This work will consist of services for individual projects or multiple projects throughout the State.

Only CONSULTANT personnel actually working on the project site (performing project duties) are eligible for compensation under the AGREEMENT.

CONSULTANT personnel may be utilized for other associated duties not specifically included in this AGREEMENT. Requests for Specialty Services will be made in writing by the Department Supervisor to the CONSULTANT.

b. Staffing

The CONSULTANT'S personnel assigned to a project must have prior experience in the areas of work that they are to perform. Personnel assigned to a project will be subject to prior review and approval by the DEPARTMENT. This review and approval process may include but not be limited to a personal interview.

Personnel, as defined below and as identified in the technical proposal, shall not be replaced on the project without DEPARTMENT approval.

ARTICLE I

The CONSULTANT shall provide sufficient trained personnel to adequately and competently perform the requirements of this AGREEMENT. The CONSULTANT'S personnel assigned to a particular project shall perform all work in accordance with the conditions and terms of this AGREEMENT. Any person employed by the CONSULTANT who, in the opinion of the Engineer, does not perform his/her work in a proper and skillful manner, is intemperate or disorderly, or for any other reason, at the written request of the Engineer shall be removed immediately. Any personnel so removed will not be eligible for work at any other project under this AGREEMENT.

The CONSULTANT shall provide personnel available to work whatever schedule is set forth in the Project Assignment Letter or as the Engineer directs upon prior notice. ~~CONSULTANT personnel shall be directed to check-in with the Department Supervisor at~~ the start and end of each workday, unless otherwise directed in writing by the Department Supervisor. This check-in will include telling the Department Supervisor the start of work time and end of work time for that day.

Employment of CONSULTANT personnel may be terminated at any time their services are no longer required. The DEPARTMENT reserves the right to reassign personnel to various projects as needed.

Compensation for time worked under terms of this AGREEMENT shall begin and end at a specified Project Office. Travel and per diem policies are outlined in Article II.

The CONSULTANT shall comply with all applicable Federal, State, and local laws and regulations while performing work for the DEPARTMENT.

All CONSULTANT personnel must be prequalified by the DEPARTMENT prior to being utilized under this AGREEMENT. Copies of certification documents and experience summaries must be submitted for each individual being proposed by the CONSULTANT as part of the DEPARTMENT approval process.

When the CONSULTANT proposes to add personnel in addition to those approved under this AGREEMENT they should do so in writing to the DEPARTMENT with certification documents and experience summaries included. A revised listing of all personnel utilized under the AGREEMENT will be provided for each such request.

The DEPARTMENT reserves the right, with prior notification to the CONSULTANT, to direct the assignment and reassignment, of personnel as deemed necessary to provide services to meet the requirements of the DEPARTMENT.

The DEPARTMENT reserves the right to reject any CONSULTANT Personnel at any time for reasonable cause.

ARTICLE I

c. Minimum Eligibility Requirements

For purposes of this section, Engineer refers to an individual with a Bachelor of Science Degree in Civil Engineering or related field and Technician refers to an individual with an Associates Degree in Civil Engineering Technology or related field and/or related construction experience acceptable to the DEPARTMENT. Personnel provided by the CONSULTANT shall identify with the following Classifications:

Technician Inspector - Level I

Must meet one of the following criteria:

Associates Degree in Civil Engineering Technology or related field and have a minimum of one year of construction inspection experience.

OR

High School Diploma and minimum of five years of construction inspection experience.

Technician Inspector - Level II

Must meet one of the following criteria:

Associates Degree in Civil Engineering Technology or related field and have a minimum of five years of construction inspection experience.

OR

High School Diploma and minimum of ten years of construction inspection experience.

Technician Inspector - Level III

Must meet one of the following criteria:

Associates Degree in Civil Engineering Technology or related field and have a minimum of eight years of construction inspection experience.

OR

High School Diploma and minimum of ten years of construction inspection experience.

AND (applies to both above criteria)

Must have physical highway or bridge construction inspection experience on a NH Department of Transportation project and practical application with the procedures of the DEPARTMENT and with the NHDOT **Standard Specifications for Road and Bridge Construction**. Must also have experience using the DEPARTMENT'S Construction Management System (CMS).

ARTICLE I

Engineer Inspector – Level I

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering or related field and a minimum of one year of construction inspection experience.

Engineer Inspector – Level II

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering or related field and a minimum of five years of construction inspection experience.

Engineer Inspector – Level III

Must meet the following criteria:

~~Bachelor of Science Degree in Civil Engineering or related field and a minimum of eight years of construction inspection experience.~~

Must be a Registered Professional Engineer (PE) Licensed to practice in the State of New Hampshire.

Must have physical highway or bridge construction inspection experience on a NH Department of Transportation project and practical application with the procedures of the DEPARTMENT and with the NHDOT **Standard Specifications for Road and Bridge Construction**. Must also have experience using the DEPARTMENT'S Construction Management System (CMS).

Environmental Inspector

Must meet the following criteria:

Bachelor of Science Degree in Civil Engineering, Environmental Studies or related field and have 3 years experience or knowledge of highway and bridge construction operations.

Must be a Certified Erosion Sediment and Storm Water Inspector (CESSWI) and /or a Certified Professional Erosion and Sediment Control Specialist CPESC).

d. **Project Duties**

The CONSULTANT'S personnel are required, and shall be qualified, to perform inspection, documentation, testing and other Construction Engineering activities throughout the various stages of the project, including, but not limited, to the following areas:

1. Production, hauling and placement of highway related materials.
2. Soil or rock excavations, and soil or rock fill construction.
3. Roadway base, subbase, and slope construction, including checking line and grade.

ARTICLE I

4. Drainage work, including pipe and structure installation, ditchline grading, detention/retention area construction, etc.
5. Utility construction for sewer, water, electricity, gas, etc.
6. Storm Water Pollution Prevention Plan (SWPPP) review and analysis.
7. Erosion control product evaluation.
8. Erosion and sediment control Best Management Practices (BMP's).
9. Construction of traffic signs, traffic pavement markings and symbols, and traffic signal installations.
10. Bridge and building demolition.
11. Paving, resurfacing, pavement repair and rehabilitation.
12. Guardrail, fence and other linear barriers.
13. Land clearing and landscaping.
14. Bridge substructure, including foundation preparation work, and bridge superstructure work.
15. Non-bridge structures such as retaining walls, overhead signs, soundwalls, sidewalks, etc.
16. Traffic control procedures and devices.

e. Certifications/Training

The DEPARTMENT may require that the CONSULTANT'S personnel be certified (or be able to obtain certification within a reasonable time frame) or have training by the National Institute for Certification in Engineering Technologies (NICET), the North East Transportation Technician Certification Program (NETTCP) or the American Concrete Institute (ACI). The areas of concentration would be Hot Mix Asphalt (HMA) Paving Inspection, Soils and Aggregate Inspection/testing and Concrete Inspection/testing.

CONSULTANT personnel performing storm water management duties may be required to be a Certified Professional Erosion and Sediment Control Specialist (CPESC).

f. Equipment

Equipment furnished by the CONSULTANT shall include but not be limited to:

1. Personal Protective Equipment (PPE's) including but not limited to: hard hats, Type II (minimum, type III recommended at night) reflective vests, gloves, coveralls, safety glasses, hearing protection, steel-toed work boots, rain gear. All PPE's shall meet minimum OSHA and ANSI standards.
2. Scientific calculators
3. Drafting tools

ARTICLE I

4. Measuring tapes, rulers
5. Hand levels

g. Cooperation and Records

The CONSULTANT agrees to cooperate fully with the DEPARTMENT and to maintain and protect complete construction records at the project field office and/or the Bureau of Construction for review, use and approval at all times. These records, upon request, shall be transferred to the custody of the DEPARTMENT when the CONSULTANT has completed the assignment.

h. Post Project Assistance

The CONSULTANT shall be available to assist the DEPARTMENT in the processing of any Project claims or lawsuits arising from Project(s) to which the CONSULTANT is assigned hereunder until the CONTRACTOR'S acceptance of the final estimate. This work effort would be considered a continuation of the project assignment.

C. MATERIALS FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish materials to the CONSULTANT, such as Plans, Standard Specifications, Special Provisions, Construction Manual and any available information pertinent to the CONSULTANT'S assignment.

D. WORK SCHEDULE

1. This AGREEMENT period begins on the date of approval by the Governor and Council.
2. The CONSULTANT shall complete the services without delay unless unable to do so for causes not under its control.
3. CONSULTANTS employed under the terms of this AGREEMENT shall be available to begin work within one week of the receipt of a Project Assignment Letter.
4. Close coordination between the CONSULTANT and the DEPARTMENT shall be maintained at all times.
5. A project conference between the Department Supervisor and the CONSULTANT may be required as determined by the Engineer before the assigned work is started to insure that the CONSULTANT is in compliance with the DEPARTMENT'S requirements. Lead-time required to perform all necessary checks prior to the start of operations shall be agreed upon.

E. CONSULTANT AUTHORITY

1. The CONSULTANT shall notify the Department Supervisor and the Contractor immediately of any workmanship or materials that do not conform to specifications.
2. The CONSULTANT shall notify the Department Supervisor and the Contractor immediately of any imminent safety issues.

ARTICLE I

3. The CONSULTANT shall not authorize additional work or the elimination of work.
4. The CONSULTANT shall not authorize any Change Orders.
5. The CONSULTANT shall not authorize any progress payments made to the Contractor.
6. The CONSULTANT shall not commit the DEPARTMENT to any additional expenditure of funds.

F. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is March 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

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 \$1,950,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$1,950,000.00 total amount.)

B. METHOD OF COMPENSATION FOR ENGINEERING TASK ORDERS

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

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

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

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

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

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

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

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

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

*Same formula for additional contract periods, when applicable.

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

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 F - 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 \$128.85 per hour maximum Engineering Services contract labor rate.

ENGINEERING SERVICES CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Engineer Level III	\$111.51	\$114.86	\$118.31	\$
Engineer Level II	\$85.04	\$87.59	\$90.22	\$
Engineer Level I	\$67.00	\$69.01	\$71.08	\$
Technician Level III	\$87.62	\$90.25	\$92.96	\$
Technician Level II	\$75.82	\$78.09	\$80.43	\$
Technician Level I	\$60.56	\$62.38	\$64.25	\$

* Maximum Engineering Services 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%**.

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4. **Overhead Factor** - The negotiated overhead factor for engineering/office work (157.70%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** - Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

D. **LUMP-SUM FORMAT**

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

ARTICLE II

E. METHOD OF COMPENSATION FOR CE&I TASK ORDERS

The method of compensation for CE&I Services Task Orders issued under this agreement will be Specific Rates of Pay (**The Contract Labor Rates for the Specific Rates of Pay format include profit.**)

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

1. **Task Order Cost** - The negotiated not-to-exceed cost of each Specific Rates of Pay 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 (direct expenses and subconsultant costs) as follows:

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

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

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

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. Task Orders for CE&I services will be issued for a maximum duration of 12 months.

(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 of this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section F - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract

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Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period 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 annual contract adjustment rate **and overtime rates**) for the life of the Contract. For this AGREEMENT, the \$50.00 per hour maximum direct labor rate translates to a **\$116.10 per hour maximum Inspection Services contract labor rate.**

CE&I SERVICES CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Senior CPM Scheduler/Claims Analyst*	\$139.16	\$139.16	\$139.16	\$
CPM Scheduler*	\$131.84	\$135.80	\$139.16	\$
Junior Scheduler*	\$81.71	\$84.16	\$86.69	\$
Precast Concrete Segmental/Drilled Shaft Specialist	\$104.56	\$107.70	\$110.93	\$
Field Engineering Specialist	\$93.27	\$96.07	\$98.95	\$
Engineer Inspector - Level III	\$100.47	\$103.48	\$106.59	\$
Engineer Inspector – Level II	\$76.83	\$78.93	\$81.30	\$
Engineer Inspector – Level I	\$60.37	\$62.18	\$64.05	\$
Technician Inspector – Level III	\$78.95	\$81.32	\$83.76	\$
Technician Insp. – Level III (OT Rate**)	\$95.95	\$98.93	\$101.80	\$
Technician Inspector – Level II	\$68.31	\$70.36	\$72.47	\$
Technician Insp. – Level II (OT Rate**)	\$83.02	\$85.52	\$88.08	\$
Technician Inspector – Level I	\$54.57	\$56.21	\$57.89	\$
Technician. Insp. – Level I (OT Rate**)	\$66.32	\$68.31	\$70.36	\$
Environmental Inspector	\$81.27	\$83.71	\$86.22	\$
Environmental Inspector (OT Rate**)	\$98.77	\$101.74	\$104.79	\$

* These classifications use the engineering/office work overhead rate of 157.70% and are exempt from the maximum Inspection Services contract labor rate of \$116.10.

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** The Contract Labor Rates in the above table shall apply for any 24 hours of the day. Any overtime hours worked beyond the standard 40 hours per week will be reimbursed in following manner:

Engineers Engineers shall receive straight time for all hours worked.

Engineering Technicians Engineering Technicians shall receive a rate of time and one half of their Direct Labor Rate. Overhead rate and profit shall not be adjusted.

Environmental Inspectors Environmental Inspectors shall receive a rate of time and one half of their Direct Labor Rate. Overhead rate and profit shall not be adjusted.

The CONSULTANT shall not work overtime without prior approval of the DEPARTMENT.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include the 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 for **CE&I/field work (115.00%)** 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. **Profit** - The rate for profit and non-reimbursed costs shall be negotiated based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)] and shall remain fixed at that rate for the life of the AGREEMENT. The negotiated rate for profit for this AGREEMENT is **8.0%**.
6. **Direct Expenses** - Direct expenses shall not exceed **\$50,000.00 per year** and shall be 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. Cell phones and any associated charges will not be reimbursable as a direct expense under this AGREEMENT. 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 for **specialty services** will be reimbursed at actual cost based on the subconsultant labor rates included in the CONSULTANT'S fee proposal dated October 31, 2014 plus 8.0% profit. Subconsultant costs for **additional inspection resources** may be either

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negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or compensated for using the CE&I labor rates for the prime consultant, at the DEPARTMENT'S discretion.

F. SUBCONSULTANT SUPPORTING SERVICES

The subconsultant firms included in this AGREEMENT are:

Nobis Engineering - (Specialty – Environmental Services)

G. INVOICING and PAYMENT

Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, project-by-project bill submitted on a monthly or other approved basis by the CONSULTANT. The CONSULTANT shall also submit with the itemized bill, ~~DEPARTMENT-approved backup weekly time sheets for each employee showing the charges by project~~ and signed by a DEPARTMENT representative.

H. 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 all applicable AASHTO and ASTM standard test methods as well as 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 locations available for inspection by STATE and Federal Highway Administration representatives will vary according to project assignments.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the

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

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

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G. SUBLETTING

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

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

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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 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

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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.

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

ARTICLE IV

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 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.

ARTICLE IV

- (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.
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

ARTICLE IV

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 1

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

Parsons Brinckerhoff, Inc.

The CONSULTANT _____, 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.

Parsons Brinckerhoff, Inc.

(Company)

By: _____

Lloyd Graham

Senior Vice President

(Title)

Date: February 11, 2015

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.

2/11/15
(Date)


(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

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

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

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

except as here expressly stated (if any):

None

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 11, 2015

(Date)



(Signature)

Lloyd Graham, Senior Vice President

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):

2/20/15
(Date)

William Cass
(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: Raymond M. [Signature]
Vice President

Dated: 2/11/2015

CONSULTANT

By: Mary E. Nunes
SR. VICE PRESIDENT
(TITLE)

Dated: 2/11/2015

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle G. [Signature]

Dated: 2/20/15

THE STATE OF NEW HAMPSHIRE

By: William J. Cass, P.E.
Member of Project Development
For DOT COMMISSIONER

Dated: 2/20/15

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: 3/5/15

By: [Signature]
Assistant Attorney General
John J. Conforti

Secretary of State

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

Dated: _____

Attest:

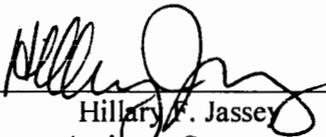
By: _____
Secretary of State

ASSISTANT SECRETARY'S CERTIFICATE

I, Hillary F. Jassey, Assistant Secretary of Parsons Brinckerhoff, Inc. (the "Company"), do hereby certify on behalf of the Company and not in my individual capacity that on June 5, 2014 the Board of Directors of the Company adopted the following resolution:

"Resolved, that Garry E. Nunes is hereby elected a Senior Vice President of Parsons Brinckerhoff, Inc., to hold office, subject to the by-laws, until his respective successor is duly elected and qualified."

I further certify that the resolution has not been revoked, that as Senior Vice President of the Company, Garry E. Nunes is authorized to sign the Statewide On-Call Construction Engineering and Inspection Services Contract 16441C between NHDOT and Parsons Brinckerhoff, Inc..


Hillary F. Jassey
Assistant Secretary

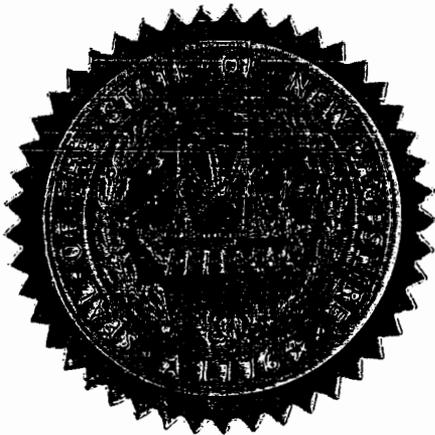
February 11, 2015

Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Parsons Brinckerhoff, Inc., a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on June 20, 1977. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that the attached is a true copy of the list of documents on file in this office.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of October, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

10/1/2015

DATE (MM/DD/YYYY)

2/10/2015

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

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

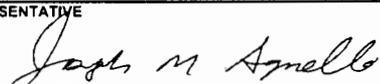
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1319027 PARSONS BRINCKERHOFF, INC. ONE PENN PLAZA NEW YORK NY 10119	INSURER A: Liberty Insurance Corporation NAIC # 42404	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES PARBR02 **CERTIFICATE NUMBER:** 13349509 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	N	TB7-621-094060-024	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	AS7-621-094060-034	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-62D-094060-014 (AOS) WC7-621-094060-044 (WI)	10/1/2014 10/1/2014	10/1/2015 10/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 (PB#187633) STATEWIDE ON-CALL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES. NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 13349509 NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 7 HAZEN DRIVE CONCORD NH 03302-0486	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

11/1/2015

DATE (MM/DD/YYYY)
2/10/2015

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
1326709 PARSONS BRINCKERHOFF, INC.
ONE PENN PLAZA
NEW YORK NY 10119

COVERAGES PARBR02 CERTIFICATE NUMBER: 13349514 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	EOC587103612	11/1/2014	11/1/2015	\$2,000,000 PER CLAIM \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 (PB#187633) NHDOT 16441C. STATEWIDE ON-CALL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES. \$75,000 DEDUCTIBLE APPLIES.

CERTIFICATE HOLDER	CANCELLATION
13349514 NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 7 HAZEN DRIVE CONCORD NH 03302-0486	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Josh M. Amelle</i>

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