



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



72 J.A.M.

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
April 18, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with the firm of Stantec Consulting Services, Inc., Edmonton, Alberta, Canada and Bedford, NH, Vendor #174802, for an amount not to exceed \$108,715.64, for Part B1 final design of improvements to the NH101/NH101A intersection in the Town of Amherst, effective upon Governor and Council approval, through March 31, 2019. 100% Federal Funds.

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

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
04-096-96-963515-3054 Consolidated Federal Aid			
046-500464 Gen Consultants Non-Benefit	\$5,000.00	\$60,000.00	\$43,715.64

EXPLANATION

The Department requires professional engineering design and environmental consultant services to perform the final design (Part B1) for the NH101/NH101A intersection in Amherst. This intersection is one of three intersections that were studied in Part A. The final design for the other two intersections, Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack, will be performed in the future Part B2 contract. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Milford-Nashua 10136).

On January 19, 2011, the Governor and Council authorized the Part A Agreement (Item #108, copy attached) for studying improvements to three intersection locations along the NH 101A corridor identified as action items in the Milford to Nashua NH 101A Corridor Study. The intersections are Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack; and NH101/NH101A in Amherst. The intent of this project is to improve the operation and safety of the subject intersections. The incorporation of bicycle and pedestrian facilities will be reviewed for feasibility at each location. The study will require analysis of the traffic and signalized intersection operations and evaluation of project controls along the heavily developed NH 101A corridor in order to determine appropriate geometry and lane use at the subject intersections. The Department reserved the right to either negotiate a scope and fee for the Part B final design services or terminate the contract.

Since the firm of Stantec Consulting Services, Inc. (formerly Fay, Spofford & Thorndike, LLC) satisfactorily completed the Part A (preliminary design) services for this project, the Department proposes to continue with this firm to perform the Part B1 (final design) effort.

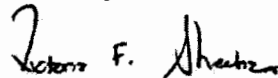
The Part B1 final design services include preparing final design, contract plans, specifications, special provisions, and estimates of quantities and costs for the Amherst 10136C construction project, which involves construction of a of a right-turn slip ramp and acceleration lane to increase the capacity of the right turn lane at the intersection of NH 101A and the NH 101 eastbound ramps. It will also make minor modifications to the left-turn ramp and existing closed drainage systems.

Stantec Consulting Services, Inc. has agreed to furnish the professional engineering services for an amount not to exceed \$108,715.64. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

This Agreement (Milford-Nashua 10136 Part B1) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Bureau of Highway Design



GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

December 21, 2010

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Handwritten signature/initials

Requested Action

Authorize the Department of Transportation to enter into an Agreement with Fay, Spofford & Thorndike, LLC, Burlington, MA and Bedford, NH, Vendor #161284, for a not to exceed fee of \$312,738.92, for consulting design services to study improvements at three intersection locations along NH 101A in Amherst and Merrimack, effective upon Governor and Council approval, through September 30, 2012. 100% Federal Funds.

Funding is available as follows:

Table with 3 columns: Account Number, Description, and Amount. Includes entries for Consolidated Federal Aid (\$312,738.92) and Consultants.

EXPLANATION

The Department requires professional engineering and environmental consulting services for studying improvements to three intersection locations along the NH 101A corridor identified as action items in the Milford to Nashua NH 101A Corridor Study. The intersections are Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack; and NH101/NH101A in Amherst. The intent of this project is to improve the operation and safety of the subject intersections. The incorporation of bicycle and pedestrian facilities will be reviewed for feasibility at each location. The study will require analysis of the traffic and signalized intersection operations and evaluation of project controls along the heavily developed NH 101A corridor in order to determine appropriate geometry and lane use at the subject intersections. This project is included in the State's Ten-Year Transportation Improvement Plan (Milford-Nashua 10136). This Part A contract is for the preparation of preliminary design engineering plans. The Department reserves the right to either negotiate a fee under this contract for the additional Part B final design services (subject to subsequent approval) or terminate the contract.

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 consulting services for preliminary design for safety and capacity improvements at three intersections on and along NH 101A; two in Merrimack and one in Amherst. The assignment was listed as a "Possible Action Project" on the Department's website on August 14, 2009, 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 September 24, 2009 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on November 13, 2009 through a technical "Request For Proposal" (RFP). Committee members individually rated the

firms' technical proposals on January 28, 2010 using a written ballot to score each firm/team on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance with the Department, and overall suitability for the assignment. The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

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

Consultant Firm

Office Location

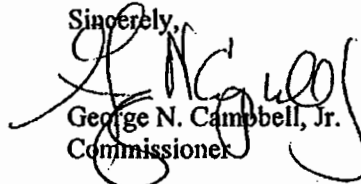
CHA, Inc.	Keene, NH
CLD Consulting Engineers, Inc.	Manchester, NH
Concord Engineering Group, P.A.	Windham, NH
DuBois & King, Inc.	Bedford, NH
Fay, Spofford & Thorndike, LLC	Bedford, NH
GM2 Associates, Inc.	Concord, NH
Greenman-Pedersen, Inc.	Nashua, NH
Holden Transportation Engineering	Bedford, NH
Hoyle, Tanner & Associates, Inc.	Manchester, NH
Jacobs Engineering Group, Inc.	Manchester, NH
Maguire Group Inc.	Portsmouth, NH
McFarland-Johnson, Inc.	Concord, NH
PB Americas, Inc.	Manchester, NH
Shaw Environmental & Infrastructure, Inc.	Salem, NH
TY Lin International	Concord, NH
Vanasse Hangen Brustlin, Inc.	Bedford, NH

The firm of Fay, Spofford & Thorndike, LLC has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

Fay, Spofford & Thorndike, LLC has agreed to furnish the required Part A services for a not to exceed fee of \$312,738.92. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

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

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

Sincerely,

 George N. Cambbell, Jr.
 Commissioner

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

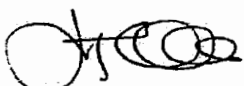
PART II - GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME Stantec Consulting Services Inc.			3. YEAR ESTABLISHED 2009	4. DUNS NUMBER 10-886-6229
2b. STREET 5 Dartmouth Drive, Suite 101			5. OWNERSHIP	
2c. CITY Auburn			a. TYPE Corporation	
2d. STATE NH		2e. ZIP CODE 03032-3984		
6a. POINT OF CONTACT NAME AND TITLE Gerard Fortin, Principal			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER (603) 669-8672		6c. E-MAIL ADDRESS gerard.fortin@stantec.com		
8a. FORMER FIRM NAME(S) (if any) Jacques Whitford			8b. YR. ESTABLISHED 1972	8c. DUNS NUMBER 15-533-4618

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	2948	8	A06	Airports, Terminals & Hangars, Freight Handling	8
06	Architect	867	0	B02	Bridges	9
07	Biologist	257	0	C08	Codes, Standards, Ordinances	1
08	CADD Technician	534	0	C15	Construction Management	7
12	Civil Engineer	1040	3	C18	Cost Est, Cost Eng and Analy, Para Costing, Frctst	1
14	Computer Programmer	164	0	D02	Dams (Earth, Rock), Dikes, Levees	8
16	Construction Manager	217	1	E01	Ecological & Archeological Investigations	7
21	Electrical Engineer	477	0	E09	EIS, Assessments of Statements	10
23	Environmental Engineer	450	0	E12	Environmental Remediation	10
24	Environmental Scientist	1001	4	H07	Highways, Streets, Airfield Paving, Parking Lots	10
27	Foundation/Geotechnical Engineer	134	0	P02	Petroleum and Fuel (Storage and Distribution)	10
30	Geologist	477	2	R06	Rehabilitation (Buildings, Structures, Facilities)	6
34	Hydrologist	56	2	R11	Rivers, Canals, Waterways, Flood Control	5
38	Land Surveyor	335	0	S04	Sewage Collection, Treatment and Disposal	9
42	Mechanical Engineer	436	3	S07	Solid Wastes, Incineration, Landfill	7
48	Project Manager	857	3	S09	Structural Design, Special Structures	7
50	Risk Assessor	23	1	S10	Surveying, Platting, Mapping, Flood Plain Studies	8
57	Structural Engineer	374	0	S13	Storm Water Handling & Facilities	7
58	Technician / Analyst	1861	7	T03	Traffic & Transportation Engineering	10
60	Transportation Engineer	212	1	U02	Urban Renewals, Community Development	8
	Other Employees	2510	0	W02	Water Resources, Hydrology, Ground Water	8
	Total	15230	35	W03	Water Supply, Treatment and Distribution	10

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

12. AUTHORIZED REPRESENTATIVE	
The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE October 23, 2015
c. NAME AND TITLE Joseph T. Geller FASLA, Vice President, Regional Leader, New England	



Dave McNamara, PE
HIGHWAY DESIGN / TRAFFIC CONTROL



Dave McNamara is a civil engineer with considerable experience on roadway design, reconstruction, and site development projects. He also has design/build experience as noted below.

EDUCATION

Bachelor of Science., Civil Engineering, University of New Hampshire, Durham, New Hampshire, 1999

REGISTRATION

Professional Engineer #11241, NH

PROJECT EXPERIENCE

Roadway Rehabilitation, Gorham, New Hampshire

Project Manager for roadway rehabilitation of nearly 4 miles of NH Rte. 16. Responsible for developing typical sections of improvement, intersection detailing, traffic signal modifications, and miscellaneous roadway repair details.

Dulac Street Roadway Reconstruction, Lebanon, New Hampshire

Project Manager for the recently bid Dulac Street Roadway Reconstruction project in Lebanon, NH. In response to damage along the roadway and abutting properties, this project will reconstruct the roadway to enhance the resiliency of the corridor and protect the city and residents from future runoff events. David led the extensive public process which resulted in unique traffic calming and drainage modifications to the roadway.

Slayton Hill Road, Lebanon, New Hampshire

Project Manager for emergency roadway reconstruction project in Lebanon. David managed the design and construction phases of the repairs to a 2-mile section of rural roadway that had been heavily damaged by back-to-back rain events in 2013. Design elements included roadway reconstruction, drainage and resiliency upgrades, two retaining walls, as well as permitting. The design process included significant public involvement, with David leading three Public Informational Meetings, as well as eight site walks and four days of individual abutter meetings.

Mascoma Street Bridge Rehabilitation, Lebanon, New Hampshire

Project Manager for the project in Lebanon, NH. Dave manages the project from the Engineering Study through contract plans. Now in Final Design, the bridge work includes replacing the deck and girders, improving the approaches, and upgrading utilities. David has also led the public participation for the project, conducting a Public Informational Meeting and presentation to the City Council.

Bowman Brook Culvert Repair, Bedford, New Hampshire

Project Manager for the successful NEPA process, developing a creative solution to repair the culvert with minimal impacts to the surrounding resources. The project is now in final design. David continues to lead the design and permitting efforts for the project.

Route 4 Bridge Replacement, Lebanon, New Hampshire

Project Engineer and lead roadway designer for approach roadway work for the project. The bridge design was completed in-house by NHDOT, requiring extensive coordination efforts between Stantec and NHDOT. David's responsibilities expanded to include additional approach roadway and sewer and water replacement for the City of Lebanon, and also involved additional drainage and bridge lighting.

I-89, Exit 20, Lebanon, New Hampshire

Project Engineer on the reconstruction of I-89 bridges over NH Rte. 12A to accommodate widening of Rte. 12A from six lanes to seven, with an optional eighth lane. Involves ramp and highway design, bridge design, roadway widening, signal design, and construction sequencing to maintain high volumes of traffic. Dave led the final phases of the roadway design efforts, including traffic control phasing and coordination with the design of the five new bridges.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2018

DATE (MM/DD/YYYY)

5/4/2017

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 have ADDITIONAL INSURED provisions or 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).

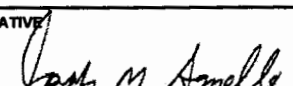
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : American Guarantee and Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : American Guarantee and Liab. Ins. Co.	26247	INSURER D :		INSURER E :		INSURER F :
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INSURER E :																
INSURER F :																
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044																

COVERAGES CERTIFICATE NUMBER: 14639176 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/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO5415704	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2017 5/1/2017 5/1/2017	5/1/2018 5/1/2018 5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	AUC9184637	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2017 5/1/2017	5/1/2018 5/1/2018	<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)
 RE: 195399000 - MILFORD-NASHUA 10136 PART B1-AMHERST 10136CJ. STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 14639176 STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION JOHN O. MORTON BUILDING 7 HAZEN DRIVE P.O. 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 
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CERTIFICATE OF LIABILITY INSURANCE

10/1/2017

DATE (MM/DD/YYYY)

5/4/2017

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.

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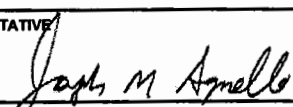
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____	
	PHONE (A/C, No. Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lloyds of London		
INSURER B: AIG Specialty Insurance Company		26883
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** 14639177 **REVISION NUMBER:** XXXXXXX

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
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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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 OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	GLOPR1601673 NO RETROACTIVE DATE	10/1/2016	10/1/2017	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2016	10/1/2017	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 195399000 - MILFORD-NASHUA 10136 PART B1-AMHERST 10136CJ. A \$75,000 DEDUCTIBLE APPLIES TO PROFESSIONAL LIABILITY.

CERTIFICATE HOLDER 14639177 STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION JOHN O. MORTON BUILDING 7 HAZEN DRIVE P.O. 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 
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ATTACHMENTS

- A. **SCOPE OF WORK FOR PART B1 FINAL DESIGN** Prepared by Stantec Consulting Services, Inc. dated February 27, 2017
1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
 2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
 3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
 4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
 5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
 6. CERTIFICATION OF GOOD STANDING
 7. CERTIFICATION OF INSURANCE
 8. CERTIFICATION OF AUTHORITY / VOTE
 9. SIGNATURE PAGE

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 21 day of April in the year 2017 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 Stantec Consulting Services, Inc., with principal place of business at 200, 10160-112 Street, in the City of Edmonton, Province of Alberta, Canada, and New Hampshire local office at 288 South River Road, Building C, in the Town of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to improve the NH101/NH101A intersection in the Town of Amherst.

The DEPARTMENT intends to have prepared for said project final design, contract plans, specifications, special provisions, and estimates of quantities and costs. These services are outlined in the CONSULTANT'S Scope of Work dated February 27, 2017 (Attachment A) and fee proposal dated February 27, 2017, 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 services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

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

A. LOCATION AND DESCRIPTION OF PROJECT

The preliminary design Part "A" phase of this project consisted of the study of three intersections: Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack; and NH101/NH101A in Amherst. This final design Part "B1" AGREEMENT is for the NH101/NH101A intersection in Amherst only. Assuming funding availability, the DEPARTMENT reserves the right to either negotiate a scope and fee for Part "B2", the final design of the Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard intersections in Merrimack, or terminate the contract. This Part "B1" intersection was identified for improvement by the NH Route 101A Corridor Master Plan and Improvement Plan dated December 2002. This project (Amherst 10136C construction project) involves construction of a of a right-turn slip ramp and acceleration lane to increase the capacity of the right turn lane at the intersection of NH 101A and the NH 101 eastbound ramps. It will also make minor modifications to the left-turn ramp and existing closed drainage systems. This project is shown in the 2017-2026 Ten-Year Plan and is expected to move forward so the project can advertise for construction in FY 2018, prior to the FHWA time extension expiring on April 29, 2018.

B. SCOPE OF WORK (GENERAL)

The scope of the work involves the final design and preparation of contract plans, specifications, and estimates for the layout described above and as shown in the pending Final Environmental Document.

Designs shall consider temporary and permanent erosion-control measures and Best Management Practices (BMPs) consistent with current New Hampshire Department of Environmental Services (NHDES) guidelines, traffic control measures, utility coordination, drainage, treatments to minimize environmental impacts, highway signage, lighting, pavement markings, and highway and wetland landscaping.

Ground survey detail provided by the DEPARTMENT will be used to develop the required final design and contract plans.

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The CONSULTANT shall prepare the final design and contract plans, specifications and estimates for the development of wetland impacts, erosion control, and water quality improvements. The CONSULTANT shall tabulate the wetland impacts for the project and complete the wetland permit applications with all applicable attachments for impacts within the State of New Hampshire.

The DEPARTMENT will complete the NEPA process and finalize the Categorical Exclusion document. The preliminary horizontal and vertical alignments previously developed will be used as a basis for developing the final horizontal and vertical alignments in preparation of the final plans.

C. SCOPE OF WORK (GEOTECHNICAL)

A geotechnical program to supplement the information obtained under Part A shall be provided by the DEPARTMENT. The program will include pavement recommendations and geotechnical information as required to determine the extent of any required ledge removal.

In support of the DEPARTMENT's geotechnical program, the CONSULTANT shall provide a subsurface exploration plan for siting the subsurface explorations by providing the station(s), offset(s) and associated GPS coordinate(s) for proposed or actual subsurface exploration locations for highway design elements to include, but not limited to, water quality BMP's. No geotechnical work by the CONSULTANT is anticipated.

D. SCOPE OF WORK (ENVIRONMENTAL)

The CONSULTANT shall be responsible for the following:

1. Prepare and submit a NHDES Standard Dredge and Fill Permit if required. The CONSULTANT shall be responsible for plans and computations for impacted areas. These plans shall provide all necessary data, area hatching (according to DEPARTMENT standards) and detail so that these plans can be forwarded to the respective regulatory agencies as appropriate attachments for the permit applications. The CONSULTANT shall be responsible to complete the permit applications and provide all supporting documentation (e.g. photographs).
2. Incorporate invasive species information provided by the DEPARTMENT into the ~~PPS&E~~, PS&E and contract plan submissions. Information provided will include quantify, estimate and summary of the invasive species removal items.
3. Minimizing impacts to wetland areas to the greatest extent practicable during the final design.
4. The development of the Temporary Erosion Control and Stormwater Pollution Prevention Plan (SWPPP) (a permitting requirement during construction of the project) shall not be the responsibility of the CONSULTANT. However, recommended controls shall be addressed during the final design to the extent that appropriate items, quantities, and an appropriate layout are developed for bidding purposes.

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5. The design of the permanent erosion and sedimentation control and water-quality features. Permanent erosion and sedimentation control and water-quality features shall be shown at the Slope and Drain Plan - Roadway submission with design backup calculations complete. Conceptual erosion and sedimentation control and water quality plans shall be part of the Slope and Drain Plans - Roadway submission. The CONSULTANT shall furnish pre and post-development design calculations with Q2, Q10, Q25, and Q50 flows, and water quality volumes, as appropriate. Site locations for BMPs, estimated areas, and design elevations shall be proposed in sufficient detail to complete geotechnical investigations of each site.
6. The CONSULTANT shall also be responsible for the development of erosion control plans substantially conforming to (NHDES) PART Env-Wt 501.02 to include existing and finished grade contours at 2-foot intervals, and erosion control strategies for the completed project condition. The DEPARTMENT will submit the plans to NHDES, as part of the Wetland Permit application. The plans shall be prepared in "roll plan" and "cut sheet" format. The plan package shall also include an erosion control strategy legend (developed by the DEPARTMENT), drainage note sheets, traffic control phasing notes and a preliminary construction schedule. The information will also be included in the project Proposal for the Contractors' use during the bidding period.

The CONSULTANT'S plans shall include all commitments made in the environmental documents, to the extent practicable.

E. SCOPE OF WORK (FINAL DESIGN)

The scope of work proposed by this AGREEMENT includes:

1. The development of base plans drafted by the CONSULTANT using updated ground survey provided by the DEPARTMENT. The CONSULTANT shall develop plans at a scale of 1"= 50', unless otherwise noted. The CONSULTANT shall be responsible for the incorporation of environmental resource mapping, utility information, right-of-way and property line information, etc. All of these will be provided by the DEPARTMENT, or as noted elsewhere in this document.
2. The refinement of the alignment, grades and intersections of the proposed roadway(s) as shown on the preliminary conceptual designs furnished by the DEPARTMENT.
3. The preparation of complete designs, including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates and documents for the required submissions to the DEPARTMENT, the Federal Highway Administration and/or any other STATE or Federal agency that may be required.
4. The design and preparation of contract plans for construction of the roadway, structures, traffic control plans, construction phasing plans, layout and design of overhead sign

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structures (conceptual design of foundations for purposes of developing quantities with final design based on shop drawings provided by the Contractor), guardrail, and drainage facilities (including Best Management Practices for permanent erosion- and sedimentation-control and water-quality features), in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT.

5. The design and development of all permanent guide, warning and regulatory signing into the contract plans, including the sign text sheets and quantity summary sheets. Contract signing shall include site reviews and documentation of the existing signs (to be provided to the DEPARTMENT), including photographs. The permanent guide, warning, and regulatory signs shall be progressed such that, once reviewed and approved by the DEPARTMENT, the approved design can be incorporated into the ~~PPS&E~~ PS&E submission. The sign text layout details shall be formatted and submitted in a manner acceptable to the DEPARTMENT. All signing on the plans shall be closely coordinated with the location of guardrail installations, slopes, utility locations (including street lights and underground utilities) and drainage-system locations to avoid conflicts and to determine which support system will be required to install the signs. The CONSULTANT will be responsible to identify all conflicts and to make necessary adjustments to highway signing.
6. The DEPARTMENT shall provide the sign text layout, sign structure dimensions and estimated foundation sizes for overhead sign structures. This information, including estimated quantities, shall be incorporated into the contract plans by the CONSULTANT. The DEPARTMENT will be responsible for the design of all necessary overhead sign structure foundations during the construction phase.
7. The incorporation into the contract plans (including the quantity summary sheets) of all temporary guide and regulatory signs, permanent construction signing, and temporary pavement markings required for use with detours or construction staging. These signs and locations, including identifying the location of overhead sign structures, shall be shown on the Traffic Control Plans.
8. The design and development of all pavement marking layouts, item numbers, item descriptions, and quantities for inclusion into the contract and appropriate summary tables within the plan sets. The pavement markings shall be progressed such that the design can be reviewed and approved by the DEPARTMENT for incorporation into the ~~PPS&E~~ PS&E submission.

The engineering design shall take into consideration all factors affecting the cost of the construction, such as foundation problems, earthwork quantities, erosion and sedimentation control, water-quality-treatment issues, construction phasing and complexity, utilities affected, environmental,

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construction materials, etc. During all phases of design, the CONSULTANT shall make a continuous effort to identify and minimize impacts on existing and proposed utilities.

The CONSULTANT shall, when requested by the DEPARTMENT, render such assistance as required, including the preparation and explanation of sketches and plans for, or at, any meetings or conferences held by the DEPARTMENT. Meeting notes and conference memos shall be the responsibility of the CONSULTANT.

The CONSULTANT shall submit for review, as requested, progress prints showing grades, cross-sections, special details and general design. Paper prints shall be submitted upon request for soils studies, right-of-way use, evaluation of utility impacts, and other purposes. The DEPARTMENT will provide the existing right-of-way layout and property layout in the appropriate CAD/D format. The CONSULTANT shall incorporate the abstracting information into the base plans.

All horizontal alignment notes including traverse-line notes furnished by the DEPARTMENT shall be computed by the CONSULTANT to include coordinates.

Designs shall conform to the current standards, specifications, policies and guidelines enumerated in the Federal-Aid Policy Guide, Subchapter 6, Part 625, or to 23 Code of Federal Regulations, Part 625 and the DEPARTMENT'S Design Manual and Standard Plans for Road and Bridge Construction, except as approved.

Data from survey notes shall be transcribed and plotted on base plans, profiles and cross-sections as required, if not furnished by the DEPARTMENT under Article I-G.

Visits to the site shall be made during the design to detect changed field conditions, assess drainage features and, if required, additional surveys will be performed by the DEPARTMENT upon request. The DEPARTMENT will process additional survey requests to the extent necessary to ensure continuity between new and current detail model files. The DEPARTMENT will incorporate these files into the current detail base plans and digital terrain models (DTM) to include all drafting, labeling, detailing and field checking of the detail. Additional surveys may be required throughout the design process, and the CONSULTANT shall modify the design, as necessary, based upon the updated survey information.

The CONSULTANT shall examine which elements of design, such as horizontal and vertical alignments, typical sections, traffic control, earthwork utilization, drainage pipes and structures, as well as soils suitability, might affect aerial and underground utilities. Any conflict between design elements and utilities shall be identified and brought to the attention of the DEPARTMENT. A special effort shall be made by the CONSULTANT to modify drainage features in order to avoid conflicts with underground utilities.

All plotting, drafting and calculations performed by the CONSULTANT shall be independently checked by members of the CONSULTANT'S staff other than those who performed the original

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work. The work of each stage submission (including quantity estimates) shall have been appropriately checked and include appropriate supporting calculations and materials (i.e. plan areas). The PS&E submission and contract plans shall have had complete final and "three-way" checking.

The CONSULTANT shall confirm all computations and design calculations. The CONSULTANT shall furnish two (2) permanent, legible copies of the design calculations, suitably bound, and when directed, all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.

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

The specific scope of work for this AGREEMENT shall be as described in Attachment A, *Part "B" Final Design Services Scope of Work*, dated February 27, 2017, prepared by the CONSULTANT and accepted by the DEPARTMENT.

F. SCOPE OF WORK (UTILITIES)

The utility coordination for this project will be performed by the DEPARTMENT. The CONSULTANT shall incorporate utility relocations, as designed by the individual utility owner, into the contract plans. Municipal utility relocations (e.g., sewer and/or water), as approved by the DEPARTMENT, shall be included, as necessary, into the contract plans, cross-sections, summary sheets and estimate. Non-participating municipal utility relocation items shall be kept separate from the highway and/or bridge items in the estimates submitted. The DEPARTMENT will provide the unit item numbers and unit prices to be used for the utility relocations.

G. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in English units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements, for incorporation into the plans by the CONSULTANT.
 - a. All existing survey and baseline data on disk or tape, notes and note reductions in the format outlined in the DEPARTMENT'S CAD/D Procedures and Requirements. An electronic ground model will be provided, if available, along with all existing information that can be used to create a model.
 - b. Electronic survey-data-file notes (meaning an unprocessed, survey-data dump) of all additional surveys requested by any party during the design process. The CONSULTANT shall be responsible for the reduction, editing and incorporation of this

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data into the ground-terrain model and the plans. This data will be provided in a format as indicated in paragraph 1.a. above. Upon completion, the CONSULTANT shall confirm that the survey is correct by conducting appropriate field inspections.

- c. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the ground-terrain model and plans shall be the responsibility of the CONSULTANT.
 - d. Electronic drawings in Microstation format, along with reproducible sheets, of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
 - e. Electronic drawings in Microstation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of preliminary base plans to the DEPARTMENT for use by the utilities. The CONSULTANT shall be responsible for the incorporation and manipulation of this information (either in paper or electronic format) into the plans, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
 - f. Electronic drawings in Microstation format of the Right-of-Way data, approximate property lines, and parcel owners. These electronic files containing abstracting information will be updated, as necessary, throughout the development of the project. The CONSULTANT shall be prepared to incorporate refinements from the Department, to the electronic files, as needed.
 - g. Prints of any information outlined in Article I.F.1.a. thru f. above, both existing and proposed, when available, for verification by the CONSULTANT.
2. Prints of the following information:
 - a. Any additional information (e.g., abstracting, utilities, etc., not available electronically) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
 3. Data-exchange files of existing conditions not previously provided to the CONSULTANT. Reduction and incorporation of this material shall be the responsibility of the CONSULTANT.
 4. Right-of-way data, property lines and parcel owners.
 5. Proposal for bidding and Standard Specifications for Road and Bridge Construction, Standard Plans for Road and Bridge Construction, plus supplemental specifications and special provisions that the DEPARTMENT currently has.

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6. Geotechnical investigations and recommendations.
7. The location of all existing utilities through direct contact with the various utility companies. Following the determination by the CONSULTANT of all unavoidable conflicts between existing utilities and the proposed construction, the DEPARTMENT will coordinate the necessary relocation of the conflicting utilities. The CONSULTANT shall be prepared to furnish CAD/D files in the current DEPARTMENT format to the DEPARTMENT for use in assisting the utilities' design.
8. Conceptual design and layout of highway lighting (temporary and permanent) if deemed necessary. The CONSULTANT shall be responsible for incorporating the design and layout into the project documents and for recommending adjustments required to avoid conflicts.
9. Also, the DEPARTMENT will furnish a list of construction signs and warning devices and pavement markings reflecting the general construction. The CONSULTANT shall be responsible for the incorporation of these signs into the contract plan(s) (including the quantity summary sheets).
10. The DEPARTMENT shall provide the sign text layout, sign structure dimensions and estimated foundation sizes for overhead sign structures. The DEPARTMENT will be responsible for the design of all necessary overhead sign structure foundations during the construction phase.
11. Any updates of the DEPARTMENT-supplied CAD/D information will be released to the CONSULTANT throughout the duration of the AGREEMENT, as appropriate. The DEPARTMENT shall be held harmless from any and all loss, damage, expense or liability whatsoever resulting from the use of these programs and macros or translated information. The DEPARTMENT may supply the documentation for use with these programs and macros but shall not be responsible for any training in their use.

H. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed and the material to be furnished as herein described. The CONSULTANT shall complete these services without delay unless unable to do so for causes not under the CONSULTANT'S control.

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

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the Project Manager, giving the percentage of completion of the work required by this AGREEMENT. Separate progress reports for bridge

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design(s) shall be required. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month. All correspondence shall include the STATE and Federal project numbers as well as the municipality's name.

I. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

During the prosecution of this AGREEMENT, the CONSULTANT shall prepare and submit to the DEPARTMENT separate submissions as described hereinafter.

The CONSULTANT, with each submission, shall submit a transmittal describing the "design issues" addressed in that submission. In addition, the transmittal shall include anticipated or outstanding issues and the CONSULTANT'S recommendations. All issues shall be noted as to whether the CONSULTANT feels that the issue is within the scope of work described in Article I. Meetings between the CONSULTANT and the DEPARTMENT shall be held prior to submissions to discuss design issues and recommendations.

All plan drawings, including size of sheets, lettering, symbols and scale of said drawings, shall conform to the requirements and standards of the DEPARTMENT. Any and all CAD/D-related work completed during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT. The Final construction plans and cross-section sheets shall be submitted on quality paper prints. Construction and right-of-way plans shall be submitted on 22 in. x 34 in. sheets.

In addition to the final plans being furnished as noted herein, the CONSULTANT shall provide electronic file copies of all highway project plan sheets with real State plane coordinates, including, but not limited to, final quantity sheets, typicals and detail sheets, general plans and profiles, traffic-signal sheets, cross sections and right-of-way plans. In addition to these plan sheets, an electronic file of the entire project's final design shall be submitted in an "uncut" format showing all design features in a real State plane coordinate system, unrotated. These final electronic files shall be indexed with file name, description of the contents of the file and project sheet number as applicable. All files shall be submitted in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. Any plans (e.g. quantity summary sheets) produced from a spreadsheet (e.g. Excel, or equivalent) shall be submitted in ASCII file or format suitable for incorporation into Microsoft Office or the current DEPARTMENT software. The final Special Provisions(s) and other documents, as requested, shall be submitted in both electronic format (Microsoft Word-compatible) and hard copy. The CONSULTANT shall also be prepared to submit separate electronic files of all alignments, bound locations and other project features, as requested, in a format acceptable to the DEPARTMENT, throughout the design contract, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. The CONSULTANT shall also provide a hard copy of all proposed alignments (25-

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foot minimum station interval and curve control points) with associated State plane coordinates (x, y, z).

1. Roadway Design Submissions

The plan submissions for roadway design shall follow the procedures outlined below:

- a. Pre-Preliminary Plans – Roadway – Not required
- b. Preliminary Plans – Roadway – Not required
- c. Slope and Drainage Plans - Roadway

The Slope and Drainage Plans submission shall consist of two sets of plans showing:

- The recommended horizontal and vertical alignment of all necessary roadway construction.
- All roadway cross sections at 50-foot intervals (except 25-foot intervals in ledge areas). The CONSULTANT shall recognize that if geotechnical information is not available at this time, then the cross sections may need to be re-cut and reordered for subsequent submissions when soils/ledge information is available.

Additionally, the submission shall include slope lines, drainage-system details and drainage features, and proposed right-of-way lines, including drainage, slope and/or construction easements. The plans shall include typical sections, plan views, profiles, guardrail locations, and cross-sections with complete template plotted and appropriate references on the plans relative to drainage design to assist with the review of the drainage design and the backup drainage calculations. The submission shall be supplemented with a list of utility conflicts that could not be avoided during the design. Complete Best Management Practices for permanent erosion and sedimentation control features and water-quality appurtenances shall be shown accompanied by backup calculations. The backup calculations shall also include a narrative, mapping and computations addressing pre-construction and post-construction (and post-development, if applicable) drainage conditions and applicable drainage-control features. Two bound drainage-computation books shall be submitted with all backup drainage calculations illustrated and referenced to each drainage appurtenance shown based on the drainage design.

At this time, a field inspection shall be held with the DEPARTMENT and indicated design changes or corrections shall be made and incorporated into the plans for the PS&E submission. Any indicated revisions to fit actual field conditions, including any horizontal and vertical alignment revisions found necessary during this field inspection and any resulting corrections to the right-of-way requirements, shall be made by the CONSULTANT.

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Also, with the Slope and Drainage submission, the CONSULTANT shall submit the Traffic Control Plans in near-final form showing temporary slopes, lane uses and widths, overhead-sign structures, temporary traffic signals, temporary guardrail and barrier locations, temporary drainage, temporary easements, profiles, temporary drives, detour cross-sections and superelevations, etc. with backup calculations. Construction phasing shall be shown with narratives for each phase.

At this submission, a design narrative and a revised estimate shall be prepared and submitted by the CONSULTANT based on the best information and design features shown in this submission relative to the anticipated construction including any detours or temporary widenings.

Following incorporation of the DEPARTMENT'S comments on the Slope and Drainage Submission, the CONSULTANT shall submit Wetland Impact plans (and Erosion Control Plans) showing permanent and temporary impacts for each wetland for each phased construction contract for inclusion with the wetland permit applications. These areas shall be hatched according to the DEPARTMENT'S standards. Accompanying these plans, the CONSULTANT shall provide a tabulated impact summary showing wetland identification numbers, areas of fill or dredged volumes in the temporary and permanent conditions for each construction contract and the final build-out for this project.

d. Utility Plans

Following submission and review of the Slope and Drainage submission, the CONSULTANT shall incorporate DEPARTMENT comments into the design layout and assemble the plans into a cut-sheet format. The CONSULTANT shall then furnish 2 sets of cut-sheet plans (paper prints) of front sheet, plans, profiles and five sets of cross-sections and a list of revised utility conflicts for use by the Design Services Section. The CONSULTANT shall also submit separate electronic files of this information, in a format acceptable to the DEPARTMENT, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. This submission plan set is intended to facilitate the identification of the scope of work required by various utilities to comply with the planned construction. The plans are intended to reflect the near-final design of drainage systems with all appurtenances, erosion- and sedimentation-control features, other structures, right-of-way lines (proposed permanent and temporary, and existing), curbing, pavement layout, sign structures, traffic signals, slope limits, guardrail, final template plotted on cross-sections, detours and detour cross-sections, traffic-control issues with construction phasing, underdrain, drive locations, sidewalks, clearing-and-grubbing

ARTICLE I

limits, fencing requirements, building demolition and lighting and signal conduit. Also, the plans shall reflect all existing detail, existing drainage and existing utilities. The intent is to have incorporated all comments from the preliminary right-of-way submission and the Slope and Drainage submission along with design work that has progressed. All final-design notes may not be necessary, but the scope of construction shall be evident to the reviewing utilities. This plan set will not be reviewed and comments will not be given to the CONSULTANT for this submission by the DEPARTMENT. Copies of this plan set shall be forwarded to the Design Services Section to finalize the utility relocations, as required. The plans shall show the status of the design prior to preparation of the Preliminary PS&E submission.

- e. Preliminary PS&E – Roadway – Not required
- f. PS&E - Roadway

Upon approval in writing by the DEPARTMENT of the Slope and Drainage Plans, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PS&E submission. The PS&E submission shall consist of two complete sets of paper prints of the construction plans, a bound copy of the quantities book, and a PS&E estimate.

The plans shall include title sheet, typical sections, all plan sheets, profile sheets, curb and pavement-marking-layout plans, traffic signal plans, complete traffic control plans, cross-section sheets and necessary detail sheets. Also, landscaping, seeding and grading plans shall be included, if required. Quantity Summary sheets shall be submitted. All item summary boxes for drainage, clearing-and-grubbing, earthwork, surfacing and select materials, curbing, guardrail, sidewalks, traffic signs, construction signs and warning devices, pavement markings, conduit and pull boxes, landscaping and slope protection, bounds, fencing, delineation and witness markers and other items shall be shown and note line-entries completed. The estimate of the quantities, expected unit costs, and total costs shall be prepared in the form and manner prescribed by the DEPARTMENT. An electronic copy of the spreadsheet shall be submitted for each estimate in a format furnished by the DEPARTMENT. The plans shall reflect all comments from the Slope and Drainage Plans submission and issues that appear during final design. One bound copy of the drainage-computations book (as revised, based on Slope and Drainage comments) including temporary drainage computations for each contract shall be submitted with the PS&E submission.

Special Provisions shall be submitted in both electronic format (Microsoft Word-compatible) and hard copy for all items not in the Standard Specifications for Road and

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Bridge Construction of the STATE and for which a current special provision is not available.

g. Contract Plans and Consultant Documents

Upon approval of the foregoing in writing by the DEPARTMENT, the CONSULTANT shall make the final submission of contract plans, any final special provisions required and a final PS&E estimate of costs. These final contract plans and documents shall reflect all comments resulting from the PS&E review. The CONSULTANT shall be prepared to incorporate all comments, furnish drafting services for omissions found and generally assist the DEPARTMENT in finalizing the contract plans. If changes are requested to be made to the CONSULTANT'S plans by the DEPARTMENT, the CONSULTANT shall be prepared to update the corresponding electronic files and submit them to the DEPARTMENT. Final acceptance of the contract plans will be made in writing. The final contract plans submitted shall include two sets of paper prints. Also, all CONSULTANT backup documents shall be resubmitted to reflect the final PS&E comments and final contract-plan conditions. The CONSULTANT shall also submit two bound copies of the final Drainage Calculations, as well as two bound copies of the final Quantities Books.

The final contract plans shall include:

- (1) A front sheet.
- (2) Typical sections of improvement.
- (3) Summary-of-quantities sheets.
- (4) Plan and profile sheets.
- (5) Detail sheets and/or special sheets required (including, but not limited to, standard symbols, sign text layout sheets, drainage notes, ITS sheets, BMP details).
- (6) Cross-section sheets.

Each of the plan sheets shall be labeled with its corresponding electronic file name.

3. Bridge Design Submissions – Not required
4. Right-of-Way Plans – Not required

J. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES) – Not required

K. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part B1 professional design services rendered under this AGREEMENT is March 31, 2019.

ARTICLE II

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. 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 all services rendered to the satisfaction of the DEPARTMENT under this AGREEMENT (except as otherwise herein provided) an amount equal to the sum of the following costs:

1. Actual salaries* approved by the DEPARTMENT paid to technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT. A list of those personnel working on the project with their classifications and current salary rates shall be submitted to the DEPARTMENT for approval. The rates of any additional personnel working on the project, if any, shall require written approval of the DEPARTMENT prior to working on the project. The CONSULTANT shall submit classifications and rates for any additional personnel a minimum of 14 days prior to using the additional personnel.

*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

2. Costs which are directly applicable to the salaries, salary burden, and direct and indirect costs, including administration costs. These costs may be applied to only straight time salary extensions where overtime is employed. These amounts shall be based on actual costs to the CONSULTANT for such items during the period of the AGREEMENT and those allowable in accordance with the applicable cost principles contained in Federal Acquisition Regulations Subpart 31.2 and Subpart 31.105. Further, any overtime required for this project shall have the prior written approval of the DEPARTMENT.
3. A fixed fee amount as shown in Article II, Section B for profit and non-reimbursed costs.
4. Reimbursement for direct expenses, including work performed by other parties, 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. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

ARTICLE II

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 the following paragraph and in Article II, Section C.1. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

The total amount to be paid under this AGREEMENT shall not exceed \$108,715.64, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of February 27, 2017), except by agreement of all parties made after supplemental negotiations. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

All salaries and increases thereof paid to technical or other employees assigned to this project shall be the result of a company-wide evaluation of all employees and shall not be restricted to employees assigned to this project.

If, in the opinion of the DEPARTMENT, any salary or increase thereof of engineering or technical personnel assigned to this project is unreasonable, it shall notify the CONSULTANT of its opinion with regard thereto and request the CONSULTANT to justify said salary or increase thereof. In the event that the CONSULTANT furnishes justification satisfactory to the DEPARTMENT for said salary or increase thereof, then such salary or increase thereof shall be approved as a payroll expense.

The DEPARTMENT shall have the right to exercise the power of review and approval of salary increases thereof, for a period of thirty (30) days after the submission of a monthly invoice by the CONSULTANT. Unless the DEPARTMENT notifies the CONSULTANT in writing during the thirty-day period that such salary increase thereof is, in its opinion, unreasonable, such lack of notice shall constitute approval of said salary increase thereof from the first day of the preceding month.

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 cost.

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

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all reasonable times during the contract period and for three (3) years from the date of final voucher payment for examination by the STATE and copies thereof shall be furnished if requested.

B. SUMMARY OF FEES

The STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation the following:

- a. Actual CONSULTANT'S salaries*, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead, the sum of which is estimated at \$96,515.31. For billing purposes, salary burden and overhead costs are currently estimated at 165.03% of actual salaries.
- b. A fixed fee to cover profit and non-reimbursed costs at \$9,651.53.
- c. Reimbursement for direct, out-of-pocket expenses estimated at \$2,548.80.
- d. Reimbursement for actual cost* of subconsultants estimated as follows:
 - N/A

NOTE: See Article IV.G – SUBLETTING for subconsultant Professional Liability Insurance information.

The actual amount payable under each category (a), (c) and (d) is only estimated and shall be changed only upon mutual agreement of the DEPARTMENT and CONSULTANT.

*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

C. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed \$108,715.64 unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the cost set forth under Article II, Section A, and the CONSULTANT agrees to use his best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.
4. Change orders issued under this contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

ARTICLE II

D. PAYMENTS

Payments on account of services rendered under this AGREEMENT shall be made as follows:

1. Monthly payments on account may be made upon written request of the CONSULTANT. Detailed vouchers shall include certification of manhours of effort by employee classification and actual salaries and other costs incurred accompanied by satisfactory evidence of work performed during the period. Actual salaries paid and percentage factor shown in Article II, Section B, part (a) as well as for all approved subconsultants, including those listed in part (d) of Section B, shall be used until such time as true costs of salary burden and overhead are fixed by audit. At that time, payments shall be adjusted to agree with the percentage factors as determined by audit for the period in which the work was performed, as approved by the DEPARTMENT. The fixed fee shall be invoiced during the billing period based upon the overall percent complete of the project's scope of work as approved by the DEPARTMENT.
2. The CONSULTANT shall submit a final voucher upon completion of services required by this AGREEMENT, which includes any unbilled portion of the allowable costs or fixed fee and adjustments, if necessary, for audited actual costs and deliver all required plans, documents and records.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with the project, including recording and filing of surveys and plats, enter into all necessary agreements with railroads, public utilities, municipalities, agencies of the Federal Government or others, and make orders of takings and financial settlements with owners of properties affected.

B. CONTRACT PROPOSALS

After the CONSULTANT has furnished to the DEPARTMENT contract drawings, special provisions, specifications, and estimate of quantities and unit cost by items, the DEPARTMENT will prepare the documents for receipt of proposals from construction contractors and for execution of a construction contract or contracts.

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 288 South River Road, Building C, Bedford, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory 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, employees, 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,

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2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the DEPARTMENT to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary 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, Sections A and 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 by the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Sections A and 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

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CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

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liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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death, or property damage, in policy amounts of not less than \$500,000 combined single limit; and

3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

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

4. No Third-Party Rights

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

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L. EXTENSION OF COMPLETION DATE(S)

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

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

COMPLIANCE

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

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

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ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment 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.

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N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS

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

O. DOCUMENTATION

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

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

ARTICLE IV

subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

ATTACHMENT A

MILFORD-NASHUA
10136 PART B1
SCOPE OF SERVICES
2/27/2017



STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

MILFORD-NASHUA
10136 PART B1

ROADWAY RECONSTRUCTION
NH 101 INTERCHANGE

PART "B1" FINAL DESIGN SERVICES
SCOPE OF WORK

A. LOCATION AND DESCRIPTION OF PROJECT

The intent of this project is to reconstruct the intersection of NH 101A and NH 101 eastbound ramps to increase capacity of the right turn lane exiting the off ramp.

B. SCOPE OF WORK (GENERAL)

Site Visit

Under the Part "A" contract, Stantec visited the site to confirm survey data and gain a better understanding of the project area. As part of the start-up of Part "B", Stantec will conduct another site visit to verify existing conditions haven't changed.

Review of Provided Information

Stantec has reviewed the information provided by the Department in preparation of the Engineering Study and Preliminary Plans. Information derived from current survey data, traffic records, and previous design and construction plans has been incorporated into the project to-date, and will serve as the basis for Final Design.

Meetings

Stantec shall attend review and coordination meetings with the Department. Assume a total of 7 meetings will be required, as follows:

- Project Kick-off Meeting
- Slope and Drain Review Meeting
- Utility Coordination Meeting
- Pre-Advertisement Coordination Meeting
- PS&E review meeting
- 1 Natural Resource Coordination Meeting

- 1 Traffic Control Committee Meeting
- Stantec shall prepare minutes for all meetings.

Project Management

Stantec shall provide the following throughout design:

- Develop and maintain a design schedule with monthly updates
- Monthly invoicing and progress reports
- Project schedule and project cost management

C. SCOPE OF WORK (FINAL DESIGN)

The design shall consist of the following:

1. Roadway Design

The Roadway design shall include the following:

- a) The design will include proposed horizontal and vertical alignments related to the ramp relocation. The proposed work includes the following:
 - Realignment of the NH 101 EB off ramp to NH 101A. A single lane slip ramp will be constructed to accommodate right turns onto NH 101A EB and an acceleration lane added along NH 101A EB.
 - Minor realignment of the left turn lane onto NH 101A WB.Improvements to the NH 101 EB off ramp will accommodate peak hour demand volumes for right turn movements. Traffic demand for the right turn far exceeds available traffic capacity under existing conditions and there are lengthy delays and queuing. Specifically, the existing traffic demands are great enough such that the queue for these right turning vehicles extends up the ramp. Future traffic volume projections indicate that there will be a sizable increase in right-turning traffic volumes, and consequently are expected to increase delays and queuing.
- b) There is no guardrail in the project area now. The design will evaluate the need for guardrail based on the changed conditions. If necessary, Stantec will design guardrail, including grading, end treatments, and location.
- c) Stantec will provide the design of permanent pavement markings and traffic signs associated with the reconstruction of the ramp. A signing and pavement marking plan will be prepared by Stantec and will be supplemented by traffic Sign Text Layout sheets.
- d) Stantec will provide the design of one permanent water quality Best Management Practice (BMP) that will be sited along the project corridor, within the existing Right-of-Way. The BMP will be sized in accordance with design criteria noted in the Alteration of Terrain (AoT) administrative rules, as well as in the NH Stormwater Manual (Volume 2, December 2008). The intent of the proposed BMP is to treat runoff associated with the water

quality volume (WQV) from the maximum area of impervious roadway surfaces, to the extent practicable, within the constraints of the project site. The DEPARTMENT will provide the necessary geotechnical information to support the proposed BMP. There is no new drainage outlet for the project area proposed, therefore the BMP will be designed to detain or infiltrate any increase in stormwater flows in order to match pre and post flows to the existing system leaving the site.

- e) Stantec will evaluate site grading to determine if any excess soils can be maintained on site.
- f) Stantec will support the Department's Environmental consultant if a Soils Management Plan (SMP) is required. Support includes plan view detailing the limits of disturbance, cross sections, and quantities.
- g) Development of a Construction Schedule in Microsoft Project.
- h) Incorporate Overhead Sign Structure design into the plans, cross sections, and estimate.
- i) Environmental:
 - i. Stantec will prepare and submit an NHDES Dredge and Fill permit. Wetlands delineations and resource agency coordination will be provided by the Department. Stantec will determine the extent of the impacts, prepare necessary plans and complete the application, utilizing the current application form available from NHDES at the time.

D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The Department will furnish the data described in Article I of this contract to Stantec. In addition, the Department will furnish:

- a) Geotechnical information related to determine the extent of any required ledge removal.
- b) If deemed necessary, additional survey data will be provided, based either on limits of work, or changed conditions in the field.
- c) Pavement recommendations will be provided by the DEPARTMENT.
- d) Highway lighting changes necessitated by the ramp relocation will be completed by the DEPARTMENT and provided to Stantec. Relocated or new lights will be shown on the project plans and sections, along with details as provided by the DEPARTMENT.
- e) Stantec will incorporate ITS elements as required by the Department. The Department will provide plans, details and estimated quantities for any ITS elements required
- f) Overhead sign design, details, location, and estimated quantities.
- g) A construction sign and warning device package with a pavement marking plan will be provided by the DEPARTMENT. Stantec will incorporate these into the project plans and estimate.

- h) Wetland delineations, if deemed necessary.
- i) Environmental Coordination:
 - The Department will update the draft NEPA document that was originally created for the 10136C and 10136D contracts. The document will be written specifically for the 10136C contract, and a separate document will be developed for the 10136D contract. This entails updating agency coordination, reviewing wetlands delineations and incorporating new regulations, such as for the northern long eared bat and limited re-use soils. It is anticipated that this will be a programmatic Categorical Exclusion.
 - A No Effects Memo was signed for the draft NEPA document. It is assumed that this will not require updating, and will be submitted without modification.

E. WORK SCHEDULE AND PROGRESS REPORTS

As described in Article I of this contract.

F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

An Engineering Study and Preliminary Plans were prepared as part of the Part "A" contract and the design presented on the Preliminary Plans will be advanced during Final Design. The following submittals will be in accordance with the DEPARTMENT'S Design Manual.

1. Slope and Drain Submission: Roadway Slope and Drain Plans will be developed to a 60% level to establish Line and Grade, as well as drainage needs, for the TCP design. Two sets of Slope and Drain Plans will be submitted with a design narrative and design calculations. Deliverables will include the following:
 - Plans
 - Design Calculations with a design narrative
 - Construction Cost Estimate with a quantity calculation book in Excel format
 - Construction Schedule
2. Utility Coordination Submission: Based on the Slope and Drain plans, a separate utility coordination plan set will be submitted (2 copies), along with a potential utility conflicts listing. Deliverables will include the following:
 - Plans
 - Potential Utility Conflict List

3. PS&E Submission: A meeting with the Department will be held to review and discuss the Department's comments on the Slope and Drain Plan Submission. Due to the compressed schedule required, the Preliminary PS&E and PS&E submittals will be combined. Stantec will provide written responses to the Department's comments on the previous submissions, and incorporate these comments into the revised documents. The design plans will be developed to approximately 90% completion. Draft Specifications will be prepared as required, and unit pay items will be established. The PS&E Submission will include two sets of plans, necessary special provisions, a design narrative, design calculations, a quantity calculation book, a construction schedule, and a cost estimate. Deliverables will include the following:
 - Plans
 - Draft Prosecution of Work and Traffic Control Narratives
 - List of required Special Provisions
 - Design Calculations with a design narrative
 - Construction Cost Estimate with a quantity calculation book in Excel format
 - Construction Schedule

4. Final Submission: A meeting with the Department will be held to review and discuss the Department's comments on the PS&E Submission. Stantec will provide written responses to the Department's comments on the PS&E Submission; incorporate these comments into the revised PS&E documents; and submit two sets of final stamped plans. Final deliverables will include the following:
 - Plans (with a Mylar Front Sheet) stamped and signed by a Professional Engineer licensed in New Hampshire
 - Prosecution of Work and Traffic Control Narratives
 - List of required Special Provisions
 - Design Calculations with a design narrative
 - Construction Cost Estimate with a quantity calculation book in Excel format
 - Construction Schedule
 - Electronic deliverables (*CADD, Drainage / Traffic models, etc.*)

Stantec shall follow the latest NHDOT CAD/D requirements.

GENERAL PROJECT ASSUMPTIONS

These assumptions have been prepared based on a meeting with the Department to better define the scope of services. We have utilized these assumptions in deriving the fee proposal for this project. The assumptions are as follows:

Administration:

-
- Contract execution and Notice to Proceed is anticipated by June 15, 2017.
 - The anticipated schedule is for the Department to advertise the project in April of 2018. Final plans will be submitted on or before February 15, 2018. The anticipated schedule is attached.
 - The contract completion will occur within approximately 9 months following the Notice to Proceed.
 - It is anticipated that all work will be within the existing ROW. ROW services are not included in this scope of work.
 - Assume that the Department will do all coordination with communities and property owners, with Stantec's support regarding specifics of design.
 - Assume that the Department will conduct all public meetings as are necessary with Stantec's support regarding specifics of design.
 - No Survey will be required for this project. It is assumed that all plans will be prepared using currently available survey provided by the Department.
 - Utility coordination will be managed by the Department.
 - It is anticipated that work on Contract Documents will be limited to Special Provisions, Prosecution of Work, and Traffic Control Narrative. The Department will provide the standard front end documents to be used for bidding the project.
 - Assume that the Department shall supply all available special provisions, supplemental specifications, and special attentions and updates throughout the project.
 - It is assumed that no shoreland permits will be required for this project.
 - There will be no mitigation required for the wetlands permit.
 - There are no stream crossings impacted by this project.
 - The Department will conduct the bidding of the project.
 - The project will be developed in Imperial/English units.
 - Construction phase services are not included in this scope of work.
 - Stantec will conduct a limited field review of the site. It is assumed the work will be conducted without the use of police details. No expenses are carried within the scope of work for police details.
 - Assume all meetings are held at the Department in Concord.
 - Assume that the Department will supply the final bid package including any addenda in an electronic format.
 - It is assumed that the project will not require a Cultural Resource Meeting.

Technical:

- The preliminary plans will be the basis for Final Design. No major changes to that design or alternatives analysis is included. Per Department comment, consideration will be given to shortening the proposed ramp nose to

maximize the separation of the merge, as currently proposed, from the commercial driveway.

- Assume that any significant change in pavement recommendation will require revisiting the scope of work.
- Assume that Stantec is responsible for the highway traffic control development, based on data and policy and/or guidance provided by the Department. If data is unavailable, the Department will either provide additional data or direct what constraints such as work hours, lane widths, etc. to use.
- Assume that design for construction signs and warning devices will be performed by the Department, including quantities and estimates of construction costs and will be provided to Stantec by the Department. Stantec has not included time for checking quantities and estimated construction costs developed by the Department. Stantec will provide a Construction Sign and Warning Device Summary, based on the Department's design.

SCHEDULE

Stantec shall submit the Contract Plans, including final mylars, on or before February 15, 2018. A work schedule with individual task-by-task durations and deliverables is provided herein as Attachment B.

---END---

Attachments

- Attachment A – Schedule
- Attachment B – Fee Matrix
- Attachment C – Anticipated Drawing List

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.

Stantec Consulting Services Inc.
(Company)

By: William R. Moon
Sr. Principal
(Title)

Date: April 21, 2017

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.

April 21, 2017
(Date)


(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Senior Principal and duly-authorized representative of the firm of Stanta C Consulting Services 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.

April 21, 2017
(Date)

Wladimir
(Signature)


CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

except as here expressly stated (if any):

5/12/17
(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]
Associate

Dated: April 21, 2017

CONSULTANT

By: [Signature]
Sr. Principal
(TITLE)

Dated: April 21, 2017

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: 5/12/17

THE STATE OF NEW HAMPSHIRE

By: [Signature]
Director of Project Development
for DOT COMMISSIONER

Dated: 5/12/17

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: 5/26/17

By: [Signature]
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____
Secretary of State

CERTIFICATE OF VOTE

By unanimous written consent of the Board of Directors of **Stantec Consulting Services Inc.**, dated August 15, 2016, it was voted that

Bill Moore

Senior Principal

Name

Officer/Employee

of this company, be and hereby is authorized to execute a contract in the name and on behalf of said company, relating to the

**New Hampshire Department of Transportation
Milford-Nashua - Route 101 EB Ramp Improvements**

and affix its corporate seal hereto; and such execution of a contract in this company's name on its behalf by such officer/employee under seal of the company, shall be valid and binding upon this company.

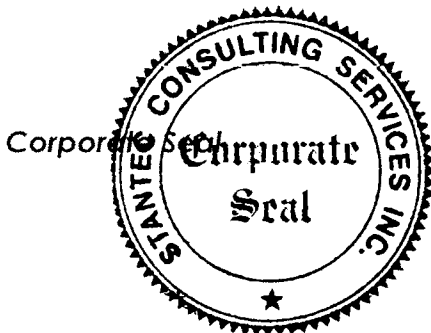
I hereby certify that I am the Corporate Counsel of the above-named corporation and that **Bill Moore** is the duly appointed employee of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

4/21/17

Date

William J. Edwards

William J. Edwards, Senior Counsel

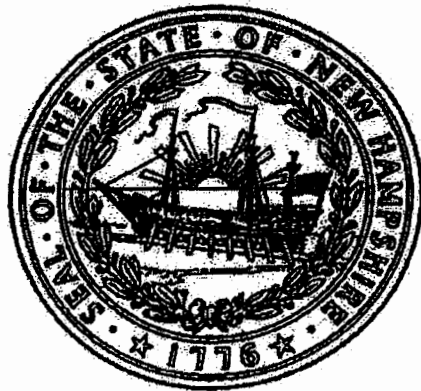


State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STANTEC CONSULTING SERVICES INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 09, 2006. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 557168



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

5/1/2018	DATE (MM/DD/YYYY) 5/4/2017
----------	-------------------------------

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 have ADDITIONAL INSURED provisions or 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).

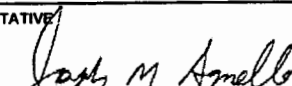
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED STANTEC CONSULTING SERVICES INC. 1415077 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER A: Zurich American Insurance Company NAIC # 16535	
	INSURER B: Travelers Property Casualty Co of America 25674	
	INSURER C: American Guarantee and Liab. Ins. Co. 26247	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 14639176 **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	ADOL	SUBR	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/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO5415704	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2017 5/1/2017 5/1/2017	5/1/2018 5/1/2018 5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	AUC9184637	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	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	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2017 5/1/2017	5/1/2018 5/1/2018	<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)
 RE: 195399000 - MILFORD-NASHUA 10136 PART B1-AMHERST 10136CJ. STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 14639176 STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION JOHN O. MORTON BUILDING 7 HAZEN DRIVE P.O. 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 
--	--



CERTIFICATE OF LIABILITY INSURANCE

10/1/2017

DATE (MM/DD/YYYY)

5/4/2017

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 have ADDITIONAL INSURED provisions or 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: Lloyds of London		
INSURER B: AIG Specialty Insurance Company		26883
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

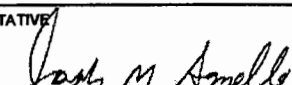
COVERAGES **CERTIFICATE NUMBER:** 14639177 **REVISION NUMBER:** XXXXXXXX

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" 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 - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			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 RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ XXXXXXXX E.I. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.I. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	GLOPR1601673 NO RETROACTIVE DATE	10/1/2016	10/1/2017	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2016	10/1/2017	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 195399000 - MILFORD-NASHUA 10136 PART B1-AMHERST 10136CJ. A \$75,000 DEDUCTIBLE APPLIES TO PROFESSIONAL LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

14639177 STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION JOHN O. MORTON BUILDING 7 HAZEN DRIVE P.O. BOX 483 CONCORD NH 03302-0483	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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