



**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



Becker
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**CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER**

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

Bureau of Highway Design
February 5, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to amend PO #5000127, with CLD Consulting Engineers, Inc., Manchester, NH, Vendor #155006, for the final design for the replacement of one bridge and rehabilitation of four bridges in the area of Exit 4, Queen City Avenue, on I-293 (the FE Everett Turnpike) in the City of Manchester, by extending the completion date from March 31, 2013 to August 31, 2013, effective upon Governor and Council approval. Time extension only, no new funding.

EXPLANATION

On March 16, 2011, the Governor and Council authorized the subject engineering and environmental consultant services Agreement (Item #153; copy of Resolution attached) in the amount of \$2,032,545.00 for the replacement of one bridge, rehabilitation of four bridges, and the associated highway improvements in the area of Exit 4, Queen City Avenue, on I-293 (the FE Everett Turnpike) in the City of Manchester. All five bridges have been found to be structurally deficient and are included in the Department's "red list" of bridges. The Exit 4 northbound off-ramp bridge over I-293 will be replaced on a new alignment. The I-293 mainline bridge over the Exit 4 northbound on ramp, the northbound on ramp bridge over the south branch of the Piscataquog River, the I-293 mainline bridge over the south branch of the Piscataquog River, and the I-293 mainline bridge over the north branch of the Piscataquog River will be rehabilitated and widened as required for traffic control during construction. This project is currently included in the State's Ten-Year Transportation Improvement Plan and Turnpike Capital Program (Manchester 14966).

The currently-proposed amendment to the Agreement is to extend the contract's completion date to allow the consultant time to incorporate ongoing utility relocations into the final plans and address constructability issues, Wetland Permit issues, and final traffic control elements. Of the \$2,032,545 amount for this contract, there is a balance of approximately \$623,000 remaining.

This amended Agreement has been approved by the Attorney General as to form and execution. Copies of the fully-executed amended 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 amend this Agreement for consulting services as outlined above.

Sincerely,

Christopher D. Clement, Sr.
Commissioner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2012

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 Eaton & Berube Insurance Agency, Inc. 365 Nashua Street Milford NH 03055	CONTACT NAME: Robin Violette
	PHONE (A/C, No. Ext): 603-689-7236 FAX (A/C, No.): 603-886-4230
	E-MAIL ADDRESS: rviolette@eatonberube.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Peerless Insurance Co NAIC # 24198
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED CLDCO
CLD Consulting Engineers, Inc.
540 Commercial Street
Manchester NH 03101

COVERAGES CERTIFICATE NUMBER: 1236001279 REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	CBP8442049	6/1/2012	6/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	Y		BA8448944	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			CU8447677	6/1/2012	6/1/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	WC8440246	6/1/2012	6/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Valuable Papers			CBP8442049	6/1/2012	6/1/2013	\$250,000

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

OFFICERS EXCLUDED - WORKERS COMEPNSATION -Chris Bean,Paul Konieczka,Kenneth Rhodes
Workers Compensation 3 A States: NH, MA, VT, ME
Certificate Holder is included as Additional Insured when required by contract and when indicated by box checked above
Project: Manchester, 14966 Part B

CERTIFICATE HOLDER

CANCELLATION

NHDOT John O Morton Building 7 Hazen Drive, PO 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 

© 1988-2010 ACORD CORPORATION. All rights reserved.



CLDCONS-01

CDOANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2012

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PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02619	CONTACT NAME: PHONE (A/C, No., Ext): (617) 328-6555	FAX (A/C, No.): (617) 328-6888
	E-MAIL ADDRESS: ADDRESS:	
INSURED CLD Consulting Engineers, Inc. 540 Commercial Street Manchester, NH 03101	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Catlin Insurance Company	
	NAIC # 19518	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (PER ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU. TOBY LIMITS OTH. ER. E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROF. LIABILITY		AED-204769-1013	10/4/2012	10/4/2013	PER CLAIM 1,000,000
A			AED-204769-1013	10/4/2012	10/4/2013	AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Projects: Farmington 16146-A, Manchester 14966 Part A and Manchester 14966 Part B.

Deductable = \$50,000.00

CERTIFICATE HOLDER State of New Hampshire Department of Transportation Attn: Cindy Lovejoy, Contract Section John O. Morton Building, 7 Hazen Drive 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
--	--



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

MANCHESTER
14966
(PART B)

Bureau of Highway Design
Room 200 (CMF)
Tel. (603) 271-2171
Fax (603) 271-7025

February 5, 2013

Mr. Christopher R. Bean, P.E.
President
CLD Consulting Engineers, Inc.
540 Commercial Street
Manchester, NH 03101

Dear Mr. Bean:

This letter amends Article I, Section J (Date of Completion) for the above-noted Agreement. The original and amended dates are as follows:

Original Completion Date March 31, 2013
By this letter, amended to August 31, 2013

This no-additional-cost change order for the extension is as requested by your letter dated January 14, 2013.

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

Sincerely,

[Signature]
for Keith A. Cota, P.E.
Chief Project Manager

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

We concur in the above Amendment.

CLD CONSULTING ENGINEERS, INC.

By: [Signature]
Title: President

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AGREEMENT AMENDMENT

MANCHESTER, 14966 (PART B)

CLD CONSULTING ENGINEERS, INC.

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

Consultant

WITNESS TO THE CONSULTANT

By: Charles Culbert
CONTROLLER

Dated: 2/4/13

CONSULTANT

By: [Signature]
President (Title)

Dated: 2/4/13

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: 2/6/13

THE STATE OF NEW HAMPSHIRE

By: [Signature]
William J. King, Ph.D.
Secretary of Transportation Development

For DOT COMMISSIONER
Dated: 2/6/13

Attorney General

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

Dated: 2/18/13

By: [Signature]
Assistant Attorney General
David M. Hiltz

Secretary of State

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

Dated: _____

Attest:

By: _____
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

I, Paul Konieczka, do hereby certify that:

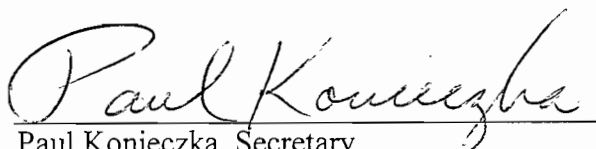
1. I am a duly elected officer of CLD Consulting Engineers, Inc. (The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 4, 2013.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Transportation, for the provision of Professional Engineering Services as described in the agreement entitled Manchester 14966 (Part B) Final Design.

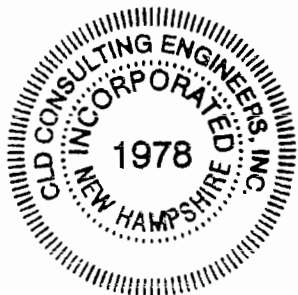
RESOLVED: That the president of the Corporation is hereby authorized on behalf of this Corporation to enter into a time-extension only amendment of said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of February 4, 2013.

3. Christopher R. Bean is duly elected President of the Corporation.



Paul Konieczka, Secretary
CLD Consulting Engineers, Inc.

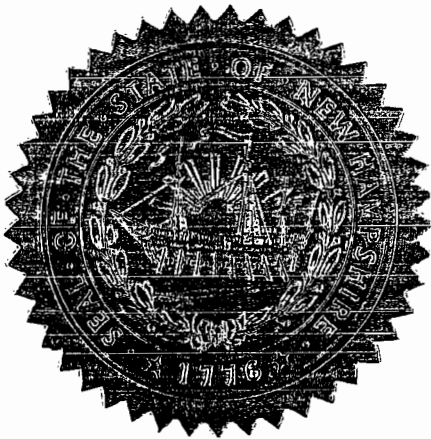


State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLD CONSULTING ENGINEERS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 8, 1976. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May, A.D. 2012

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2012

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	PHONE (A/C No. Ext): 603-689-7236	FAX (A/C No.): 603-886-4230
E-MAIL ADDRESS: rviolette@eatonberube.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Peerless Insurance Co		24198
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED: **CLDCO**
CLD Consulting Engineers, Inc.
540 Commercial Street
Manchester NH 03101

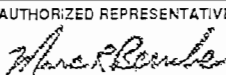
COVERAGES CERTIFICATE NUMBER: 1236001279 REVISION NUMBER:

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A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	BA8448944	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000		CU8447677	6/1/2012	6/1/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
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A	Valuable Papers		CBP8442049	6/1/2012	6/1/2013	\$250,000

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Certificate Holder is included as Additional Insured when required by contract and when indicated by box checked above
Project: Manchester, 14966 Part B

CERTIFICATE HOLDER CANCELLATION

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	AUTHORIZED REPRESENTATIVE 



CLDCONS-01

CDOANE

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	E-MAIL ADDRESS:		
INSURED CLD Consulting Engineers, Inc. 540 Commercial Street Manchester, NH 03101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Catlin Insurance Company		19518
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU: I OTH-SS TOBY LIMITS SS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROF. LIABILITY			AED-204769-1013	10/4/2012	10/4/2013	PER CLAIM 1,000,000
A				AED-204769-1013	10/4/2012	10/4/2013	AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Projects: Farmington 16146-A, Manchester 14966 Part A and Manchester 14966 Part B.

Deductable = \$50,000.00

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--	--

(ITEM NO. 153)



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Bureau of Highway Design

GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

February 3, 2011

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

Requested Action

Authorize the Department of Transportation to enter into an Agreement with CLD Consulting Engineers, Inc., Manchester, NH, Vendor #155006, for an amount not to exceed \$2,032,545.00, for the final design for the replacement of one bridge and rehabilitation of four bridges in the area of Exit 4, Queen City Avenue, on I-293 (the FE Everett Turnpike) in the City of Manchester, effective upon Governor and Council approval, through March 31, 2013. 100% Turnpike Funds.

Funding is available as follows:

		<u>FY 2011</u>
04-96-96-961017-7507	Central NH Turnpike Expansion	\$2,032,545.00
046-500463	Consultants	

EXPLANATION

The Department requires professional engineering design and environmental consultant services for the replacement of one bridge, rehabilitation of four bridges, and the associated highway improvements in the area of Exit 4, Queen City Avenue, on I-293 (the FE Everett Turnpike) in the City of Manchester. All five bridges have been found to be structurally deficient and are included in the Department's "red list" of bridges. The Exit 4 northbound off-ramp bridge over I-293 will be replaced on a new alignment. The I-293 mainline bridge over the Exit 4 northbound on ramp, the northbound on ramp bridge over the south branch of the Piscataquog River, the I-293 mainline bridge over the south branch of the Piscataquog River, and the I-293 mainline bridge over the north branch of the Piscataquog River will be rehabilitated and widened as required for traffic control during construction. This project is currently included in the State's Ten-Year Transportation Improvement Plan and Turnpike Capital Program (Manchester 14966).

The Department has been directed, as part of the State's Ten-Year Transportation Improvement Program, to replace or rehabilitate the bridges to remove them from the red-listed bridge status. This project is located within a tightly constricted urban environment with sensitive resources that may be impacted by the construction. There are a number of elements that need to be accounted for in the design for this project, including river protection, wetlands, historic and archeological resources, impacts to private property, traffic control and constructability.

On March 4, 2009, the Governor and Council authorized the Part A Agreement (Item #64; copy of Resolution attached) to prepare preliminary design engineering plans suitable for a Design Public Hearing and environmental documentation necessary for a Final Environmental Study. 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 CLD Consulting Engineers, Inc. satisfactorily completed the preliminary engineering (Part A) design for this project, the Department proposes to continue with this firm to perform the final-design (Part B) effort. The purpose of this Part B contract is to prepare right-of-way plans, environmental work including noise analysis, wetland permits, and cultural resource investigations, as well as contract plans, specifications and estimates suitable for advertisement for bids for construction.

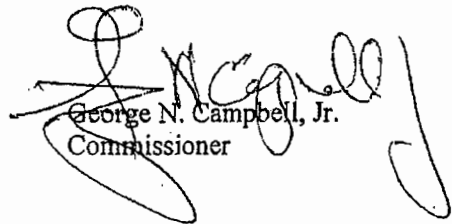
The firm of CLD Consulting Engineers, Inc. has been recommended for this Part B final design services contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

CLD Consulting Engineers, Inc. has agreed to furnish the required Part B services for a total fee not to exceed \$2,032,545.00. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

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. Campbell, Jr.
Commissioner

GNC/wjh



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1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
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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 9 day of Feb in the year 2011 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 CLD Consulting Engineers, Inc., with principal place of business at 540 Commercial Street, in the City of Manchester, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to replace one (1) bridge and rehabilitate four (4) bridges in the area of Exit 4, Queen City Avenue, on I-293 (the FE Everett Turnpike) in the City of Manchester. All five (5) bridges are included in the Department's "red list" of deficient bridges.

Under this Part B Final Design AGREEMENT, the DEPARTMENT intends to have prepared for said project final design, contract plans, specifications, special provisions, estimates of quantities and costs, and right-of-way plans, as well as some preliminary design work deferred from the Part A Preliminary Design AGREEMENT. The tasks associated with these services are included in the CONSULTANT'S Scope and Fee Proposal dated September 23, 2010 and Supplemental Scope and Fee Proposal dated November 4, 2010, 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 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

This project involves the replacement of one (1) bridge and the rehabilitation of four (4) bridges in the area of Exit 4, Queen City Avenue, on I-293 (the FE Everett Turnpike) in the City of Manchester. All five (5) bridges are included in the Department's "red list" of deficient bridges. The Exit 4 northbound off-ramp bridge (153/061) over I-293 will be replaced on a new alignment. The I-293 mainline bridge (149/063) over the Exit 4 northbound on ramp, the northbound on ramp bridge (146/065) over the south branch of the Piscataquog River, the I-293 mainline bridge (146/064) over the south branch of the Piscataquog River, and the I-293 mainline bridge (144/066) over the north branch of the Piscataquog River will be rehabilitated and widened as required for traffic control during construction.

The project begins at a point approximately 1,000 feet south of the existing Exit 4 NB off ramp nose along I-293 and continues north, approximately 4,400 feet, to a point that is approximately 500 feet north of the I-293 bridge over the Piscataquog River (North Branch). The bridge and roadway improvements include a widening of I-293, to the west, to maintain 2 lanes of NB and SB traffic during the phased construction. The widening will be left in place at the completion of the bridge construction to improve roadway geometry and safety. The project will construct a three-lane section in the SB direction between the Exit 4 SB on and off ramps, with a fourth auxiliary lane, to improve traffic operations between the ramps. Both NB and SB median and outside paved shoulders will be increased to a ten (10) foot width through this section. The proposed three lane section will taper to a two-lane section north and south of the on and off ramps, respectively.

The project also includes the final design of approximately 700 feet of sound wall adjacent to the Exit 4 SB off ramp, as well as the design of two (2) MSE retaining walls. The retaining walls are adjacent to the EconoLodge and the City of Manchester sewer pump station. The designs will be included with the South Branch mainline bridge and North Branch mainline bridge, respectively.

The work also involves the design of water quality/ detention basins and drainage facilities to minimize impacts to surface water quality and to, potentially, provide for flood mitigation.

ITS elements will be incorporated, in whole or in part, into the contract plans and documents for the project's design. A Smart Work Zone, as well as a full Traffic Management Plan, in accordance with the Department's requirements, will be required for the construction contract(s).

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B. SCOPE OF WORK (GENERAL)

Note: The Scope of Work for this Part B Final Design AGREEMENT also includes some preliminary design work deferred from the Part A Preliminary Design AGREEMENT, as described in the CONSULTANT'S Supplemental Scope and Fee Proposal dated November 4, 2010, considered to be part of this AGREEMENT (See Preamble).

In addition to the above, the scope of the work also involves the final design and preparation of contract plans, specifications, and estimates for the layout described above and approved as a result of the Public Hearing, and documented in the Final Environmental Document.

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

The CONSULTANT shall obtain the existing peak hour traffic field counts at the intersections along Second Street requiring traffic analyses to determine the actual effect of the project on traffic, considering the opening of River's Edge Medical Facility project, and to validate assumptions made in the original (Preliminary/ Part A Agreement) traffic study. The traffic data will also be used to support the development of the Transportation Management Plan (TMP).

Designs shall consider temporary and permanent erosion-control measures and Best Management Practices (BMP's) (consistent with current NHDES guidelines), traffic control measures, utility coordination, drainage, and treatments to minimize environmental impacts, highway signage, pavement marking, lighting, and highway landscaping.

The development of the contract plans shall be accomplished to allow two (2) separate, phased construction contracts to be administered by the DEPARTMENT. Colored plans for each individual construction contract shall be developed for the DEPARTMENT's use in meetings and coordination with the public, as well as a color plan (refinement of the Hearing Plan is anticipated) of the entire corridor showing the limits of the proposed contract breakouts. It is expected that the color plan for the entire corridor will be developed early in the design stages and that it reflect refinements as the project progresses. The color plans for the individual projects will be developed subsequent to the Slope and Drain submission and incorporate necessary refinements based on DEPARTMENT review to date. The CONSULTANT shall be aware of possible improvements (major private and public projects) within the project area and shall provide assistance, as needed, to ensure that design coordination and compatibility are maintained.

Coordination is required between the DEPARTMENT and the City of Manchester. The CONSULTANT shall be prepared to support such efforts as required. Responsibilities of the CONSULTANT team shall include attendance of meetings when asked, preparation of minutes reflecting

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meeting commitments and preparation of illustrative plans and exhibits for the meetings, as directed by the DEPARTMENT.

The preliminary horizontal and vertical alignments prepared for the Public Hearing Plan 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)

The DEPARTMENT anticipates completing the full geotechnical program required for the project. In support of the DEPARTMENT's geotechnical program, the CONSULTANT shall provide engineering to include preliminary and final subsurface exploration plan development and siting of the subsurface explorations by providing the station(s), offset(s) and associated GPS coordinate(s) for proposed or actual subsurface exploration locations for all bridge structures, as well as highway design elements to include but not limited to water quality BMP's, roadways, retaining walls box culverts, etc. No geotechnical work by the CONSULTANT is anticipated.

D. SCOPE OF WORK (ENVIRONMENTAL)

Temporary erosion control for the project shall be designed by others during construction of the project however, with consideration for the sensitive environmental resources within the project area, this issue shall be addressed during final design. Permanent erosion and sedimentation control and water-quality features shall be shown at the Slope and Drainage Plans submission with design backup calculations complete. Conceptual erosion and sedimentation control and water-quality plans shall be part of the Preliminary Plans - Roadway submission. Final PS&E shall include a narrative within the Stormwater Management Report describing general maintenance considerations for each BMP type. The CONSULTANT shall furnish pre and post development design calculations with Q2, Q10, Q25, Q50 flows and water quality volumes, as appropriate. Site locations for BMP's, estimated areas and design elevations shall be proposed in sufficient detail to complete geotechnical investigations of each site. In addition, the CONSULTANT shall be responsible for the following:

- Conducting a noise analysis of the existing and design build conditions to determine whether or not noise impacts currently exist, or are anticipated as a result of the project. The CONSULTANT will evaluate mitigation measures should the analysis conclude that impacts are anticipated. Meetings with the benefited property owners may be necessary to solicit their input on whether the barriers are desired or not, and to provide them with additional information on the type, height, special features, construction timeframes, etc.
- Preparing two (2), separate wetland and shoreland permit applications reflecting the construction contract breakout. The CONSULTANT shall prepare the engineering plans to be submitted with the applications and attend meetings with the Natural Resource Agency and NHDES to provide support.

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- Conducting a Brook Floater mussel survey for the two mainline bridges over the Piscataquog River to determine if Brook Floaters are present in this location. The survey shall occur immediately prior to construction/disturbance in the River and shall include the relocation of any Brook Floaters that will be impacted by the project, to an appropriate location.
- Coordinating final design plan submissions and wetland impact accounting, (comparison of permitted impacts with final design impacts in tabular format per construction contract) as well as follow-up coordination on permit conditions. Wetland impact plans shall consist of the general project plans with impact areas clearly labeled. Updated impact tallies shall be submitted with the contract Slope and Drain submittal (for internal information only) and the final PS&E submittal (to NHDES) for each contract.
- Assist the Department with the coordination as needed with the Corps, OEP and/or FEMA regarding the floodplain and floodway impacts to the Piscataquog River.
- Evaluate and prepare any documentation necessary to ensure compliance with NHDES Alteration of Terrain (AOT) regulations in accordance with the Department's AOT Memorandum of Agreement with NHDES.
- Incorporation of water quality treatment measures (i.e. extended detention basins, wet ponds, gravel wetlands, and swales) into the overall project design.
- Presentation of pollutant analysis and water quality treatment measures (per construction contract) to the NHDES Watershed Management Bureau for their concurrence.
- Impacts to floodplain areas shall be minimized to the greatest extent practicable during the project's final design.
- Infiltration measures as part of the drainage system shall be investigated and evaluated as to their feasibility and prudence. Such measures would allow stormwater to infiltrate back into the ground following treatment. If such measures are determined feasible and prudent, they should be considered for incorporation into the final design.
- Consideration of cultural resources (historic and archeological) with confirmation of sensitive and probable sensitive areas through follow-up background research, site inspections, and test pits.
- Performing a Phase 1B archaeological investigation at identified sensitive areas. Assisting NHDOT with coordination efforts with the NHSHPO in their determination of the effects and need for mitigation.
- Completing an historic structures review of the EconoLodge located near the NB on ramp and up to five (5) residential buildings located near the proposed SB off ramp sound wall.

The CONSULTANT'S plans shall include all commitments made in the Environmental Study document, to the extent practicable.

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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 and photogrammetric mapping provided by the DEPARTMENT. The CONSULTANT shall develop plans at the scale of 1" = 50', unless otherwise noted, inclusive of the local road connections and traffic control plans. All signal design plans shall be at a scale of 1" = 20'. Additionally, the CONSULTANT shall be prepared to produce intersection grading plans at a scale of 1" = 20' where necessary or as appropriate. 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 Design (Part A) Plans.
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, sound walls, traffic control plans, construction phasing plans, layout and design of overhead sign structures (conceptual design of foundations for purposes of developing quantities and cost estimates within the contract plans to include stick diagrams and cross sections), drainage facilities (including Best Management Practices for permanent erosion- and sedimentation-control and water-quality features), modifications to existing traffic signals (including phasing, signal coordination, and other signalization issues) in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT. The plans shall include all commitments made in the Environmental Study document to the extent practicable.
5. The design and development of all permanent guide, warning and regulatory signs, including the quantity summary sheets with guidance from the DEPARTMENT. Interim and ultimate contract signing will need to be developed, and shall include site reviews and documentation of the existing signing into the DEPARTMENT's Database. 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 submission. The sign text layout details shall be formatted and submitted in a manner acceptable to the DEPARTMENT. The DEPARTMENT will develop the permanent construction sign package,

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with the CONSULTANT responsible for incorporation into the summary tables. 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. The CONSULTANT shall update the existing sign(s) from previous contracts within overlapping sections.

6. The design and incorporation into the contract plans (including the quantity summary sheets) of all temporary guide and regulatory signs and permanent construction signing 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. The CONSULTANT shall be responsible for the design of all necessary overhead sign structure foundations with guidance on the foundation loading provided by the DEPARTMENT.
7. The design and development of all pavement marking layouts, item numbers, item description, and quantities for inclusion into each contract with appropriate summary tables within the plan sets. The pavement markings shall be progressed such that the design, to be reviewed and approved by the DEPARTMENT, can be incorporated into the PPS&E submission.
8. The design of all supporting members for utilities that traverse any bridge structure.

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, 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. In addition, the CONSULTANT shall make a continuous effort, during each phase of the design, to monitor costs and seek ways to minimize the overall cost of the project.

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 (black line) 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. Right-of-way abstracting shall be furnished to the CONSULTANT in MicroStation format.

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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 G, Part 625, or to 23 Code of Federal Regulations, Part 625 and the DEPARTMENT'S Design Manual and Standard Plans for Road Construction (2010), except as approved.

Frequent visits to the site shall be made during the design to detect changed field conditions and, if required, the DEPARTMENT upon request will perform additional surveys. The DEPARTMENT will process additional survey requests 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.

The CONSULTANT shall adjust design plans to reflect the new as-built conditions between construction contracts for horizontal and vertical alignments, typical sections, and cross-sections. The CONSULTANT shall take into account, but not limited to, traffic control, earthwork utilization, drainage pipes (permanent and temporary) and structures between construction contracts.

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 work. The work of each stage submission (including quantity estimates) shall have been appropriately checked. The PS&E submission and final mylars shall have had complete final and "three-way" checking.

The CONSULTANT shall verify 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 (excluding a noise analysis) 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.

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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, 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. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries or other pertinent items deemed necessary will be processed and incorporated by the DEPARTMENT.
 - c. 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.
 - d. 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.
 - e. Prints of any information outlined in Article I.G.1.a. thru f. above, both existing and proposed, when available, for verification by the CONSULTANT.
2. Prints of the following information:

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- a. Any additional information (e.g., abstracting, utilities, etc.) for the CONSULTANT to incorporate into the plans, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
3. Reproducible sheets of roadway typical cross-sections and other available detail sheets for inclusion in the contract plans.
4. Prints and 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.
5. Electronic drawings in MicroStation format of the Right-of-Way data, 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.
6. All required permits. 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.
7. Necessary traffic data and counts as established by DEPARTMENT's State Transportation Model.
8. Proposal for bidding and Standard Specifications for Road and Bridge Construction, Standard Plans for Road Construction, plus supplemental specifications and special provisions that the DEPARTMENT currently has.
9. Geotechnical investigations and recommendations.
10. Soundwall foundation designs.
11. The location of all existing utilities through direct contact with the various utility companies prior to the execution of Agreement.
12. The DEPARTMENT will serve on the team with the CONSULTANT in developing the detailed Traffic Control Plans. The CONSULTANT shall develop the initial conceptual Traffic Control Plan and construction phasing. The DEPARTMENT will assist the CONSULTANT in the final design of the Traffic Control Plans as it relates to complications with concurrent work, utilities and closures. The CONSULTANT shall complete the final design and the associated quantity calculations, as well as the development of an exclusive Traffic Management Plan consistent with the Work Zone Mobility Rules.
13. 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.

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14. The DEPARTMENT will furnish a list of permanent construction signs and warning devices 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.
15. Sketches, layouts and items for landscaping within the project. The CONSULTANT shall be responsible for incorporating this material into the plans and project documents.
16. 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.
17. ITS concept plans and specifications for incorporation into the final design plans, as appropriate.

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. 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

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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 with 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. Final construction plans and final right-of-way plans shall be submitted in waterproof ink on permanent, archival-quality, double-matte, polyester-base film (0.004 in. thick) or silver-halide emulsion ("wash-off") reproduction on polyester-base film (0.004 in. thick). 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 reproducible plans being furnished as noted herein, the CONSULTANT shall provide electronic file copies of all highway and bridge 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 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-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. Preliminary Plans - Roadway

Based on a complete review of the material furnished by the DEPARTMENT and developed and/or supplemented by the existing information with the CONSULTANT, particularly in regard to the proposed design criteria, predicted traffic, preliminary soil data, expected Best

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Management Practices for erosion- and sedimentation-control and water-quality issues, conceptual traffic control and topography of the project area, the CONSULTANT shall prepare and submit to the DEPARTMENT five sets of roll plans (paper prints 8 ft. to 10 ft. in length) (cross-sections and other applicable plan sheets may be submitted on cut sheets) showing:

- 1) The recommended horizontal and vertical alignment of all necessary roadway construction, including local roads.
- 2) All roadway cross-sections at 50-foot intervals (except 25-foot intervals in ledge areas) and drive cross-sections, which shall be plotted with the top line of the template of the proposed roadway cross-sections shown. The CONSULTANT shall recognize that, typically, geotechnical information is not available at this time and, therefore, this submission may need to be recut and reordered for subsequent submissions when soils/ledge information is made available. Plans addressing significant modifications to private parking areas and accesses shall be developed and used to coordinate with property owners early in the process.
- 3) Proposed intersection plans, including proposed lane use, with traffic assignments and circulation plans, pavement layouts and major control elements.
- 4) Proposed treatment of local roadways affected by the project, along with significant construction appurtenances and other design features.
- 5) The alignment (horizontal and vertical) of major detours or construction phases that will have significant implications for the project in the final design. The location and lane use of temporary signals, if warranted. Critical cross-sections (with superelevations) shall be developed and labeled by phases to assist in the assessment of the conceptual traffic-control phasing and conceptual location of overhead-sign structures.
- 6) Conceptual Best Management Practices for erosion and sedimentation control and water-quality issues shall be shown with approximated flows. A presentation and narrative will be required to explain the concept for approval.
- 7) Roll plans shall show where match lines are anticipated for future cut sheets.
- 8) Preliminary typical sections with top-line template.
- 9) Proposed limits and recommendations for letting the construction under separate contracts, including cost estimates, areas of overlap, maintenance of traffic, drainage, etc.
- 10) Proposed right-of-way layout with bounds.

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The following issues shall also be considered in the development of the above-mentioned plans:

- 1) Conceptual Traffic Control Plan and construction phasing.
- 2) Erosion- and sedimentation-control measures (permanent and temporary).
- 3) Recommended water-quality treatment.
- 4) Conceptual design for mitigation areas and summary of wetland impacts.
- 5) Earthwork balances and availability.
- 6) Potential closed drainage and underdrain outlets, and cover over drainage structures.
- 7) Right-of-way involvement.
- 8) Potential conflicts with major utilities.
- 9) Proposed present and future signal interconnect and coordination.
- 10) Separate construction contracts.

This submission shall be supplemented with such conceptual drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of both the proposed design and the feasibility of construction, and the coordination with the design of bridges or other structures. This shall include profiles and cross-sections, particularly where clearance and setbacks may be issues.

The CONSULTANT shall indicate on the plans all traffic assignments at intersections together with the AM and PM and Saturday turning motions. The traffic assignments shall be expressed in terms of average daily traffic (ADT) for both the current and design years and directional design hourly volumes (DDHV) for the design year.

This submission shall include the CONSULTANT'S recommendations for the limits of the construction contract(s), together with preliminary estimates as appropriate and relevant for each contract recommended. It is anticipated that this project will be constructed under multiple contracts resulting in two (2) or more potential contracts to be determined by the CONSULTANT through coordination with the DEPARTMENT to best facilitate highway construction, wetland mitigation, and traffic management.

Estimates for this submission shall be reasonably itemized to cover roadways, structures, drainage and other construction items as well as costs of railroad and utility changes to be financed by the STATE.

For development of the right-of-way lines, sight-distance review and the assessment of environmental impacts, it shall be necessary that all templates be plotted to develop slope lines. This shall require computation and submission of pavement-superelevation calculations. Rounding of slopes shall be considered in developing slope lines, but plotted

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cross-section templates do not need to have roundings shown at this submission. Guardrail calculations shall also be submitted.

b. Slope and Drainage Plans - Roadway

The Slope and Drainage Plans submission shall consist of five (5) sets of cut sheet plans (paper prints) showing 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 and temporary 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 Preliminary 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.

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.

The project will be constructed under multiple construction contracts, as such, the Slope and Drainage submission shall include a drainage design and report addressing the drainage proposed for the overall project when construction is complete. The CONSULTANT shall also submit an interim Slope and Drainage plan submission for two individual contracts,

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noting the construction phasing, traffic control and water-quality commitments. The intent of the interim Slope and Drainage submission is to address the slope and drainage needs for the contract overlap areas of the individual contracts. All temporary drainage features shall have backup calculations submitted with each contract submitted. The CONSULTANT shall show how the design plans will be adjusted to reflect the new as-built conditions between construction contracts for horizontal and vertical alignments, typical sections, and cross-sections.

At this submission, a modified, itemized 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. The estimate should be broken out to include the estimated amounts based on the anticipated contract breakout.

Following incorporation of the DEPARTMENT'S comments on the Slope and Drainage Submission, the CONSULTANT shall submit 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, for comparison with the permitted wetland impacts.

c. 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 10 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

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cross-sections, traffic-control issues with construction phasing, underdrain, drive locations, sidewalks, clearing-and-grubbing 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.

d. Preliminary PS&E - Roadway

The Preliminary PS&E submission shall consist of three to five sets of plans (paper prints) of preliminary contract drawings, draft special provisions for items for which current specifications are not available from the DEPARTMENT, and a Preliminary PS&E estimate of quantities and costs. 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 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 that are nearly complete shall be shown and note line-entries completed. Rounding and totals are not required. Item summary boxes of expected work not listed above shall be included and shown without line-entries completed. In developing the plans to the Preliminary PS&E stage, the DEPARTMENT will require an estimate of the quantities, expected unit costs, and total costs prepared in the form and manner prescribed by the DEPARTMENT for the Preliminary PS&E submission for each construction contract. An electronic copy of the spreadsheet shall be submitted for each estimate in a format furnished by the DEPARTMENT. Two bound copies of the quantity calculations shall be furnished with the estimate. 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

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on Slope and Drainage comments) including temporary drainage computations for each contract shall be submitted with the Preliminary PS&E submission.

e. PS&E - Roadway

Upon approval in writing by the DEPARTMENT of the Preliminary PS&E submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PS&E submission, which shall consist of three complete sets of paper prints of construction plans, two bound copies of the revised quantities book, and a PS&E estimate. 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 Bridge Construction of the STATE and for which a current special provision is not available.

f. Contract Plans (Mylars) and Consultant Documents

For each construction contract, 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 one set of mylars and one set of paper prints. The paper set shall be submitted prior to the final mylars so that the DEPARTMENT can complete a final "three-way" check. 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, Guardrail, and Superelevation 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.
- (6) Cross-section sheets (shall be submitted on quality paper prints).

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

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2. Bridge Design Submissions

The plan submissions for bridge structures shall follow, in general, the "Instructions for Consulting Engineers Concerning Routine Procedures on Bridge Design Projects" formats prepared by the DEPARTMENT.

The content, completeness, and scales for all drawings shall be as approved by the DEPARTMENT and shall be such as to accurately portray the placement and positioning of components and surfaces and the general appearance of the structural units. Large-scale details shall be employed as directed for congested areas or connections between components.

The CONSULTANT shall perform a load-rating analysis for each bridge using the appropriate AASHTO Method, or as directed by the DEPARTMENT, to be submitted on a form provided by the DEPARTMENT.

The phases for the development of the project are as follows:

- TSL (Type-Span-Location) Study Plan
- Boring Layout
- Preliminary Plans (30% complete)
- Preliminary PS&E Plans (80% complete)
- PS&E Plans (95% complete)
- Contract Plans (Mylars)

a. TSL (Type-Span-Location) Studies

None. The Type-Span-Location Studies were completed as part of the Preliminary Design (Part A) Agreement.

b. Boring Layout

Following the review and acceptance of the TSL Study by the DEPARTMENT, a boring layout plan shall be prepared for each bridge, the layout being based on the approved TSL Plan. This proposed boring layout plan shall be submitted to the DEPARTMENT for approval.

The results of the subsurface explorations shall be plotted, indicating the materials encountered (by description and blow counts), water table, approximate construction elevations, etc. These subsurface data sheets shall be further developed for inclusion in the preliminary and final contract plans.

c. Preliminary Plans - Bridge

Preliminary plans for each bridge shall be prepared following acceptance by the DEPARTMENT of the TSL Study and Boring Layout, completion of the subsurface explorations, and preparation of the subsurface data sheets.

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The preliminary structural designs completed as part of the TSL phase shall be refined to incorporate the review comments, minor changes in profile and/or alignment, and the results of soils investigations. Also included in this phase shall be the development of the survey plan for the bridge location. This plan shall include the existing surface contours, boring locations, sub- and superstructure layout, slope limits, and major topographical items.

The plan and elevation sheets developed in the TSL phase shall be refined as necessary (including addition of plans). Profiles shall be developed for each alignment and shall include the appropriate section of the bridge, including substructure and foundation details.

Additional items to be included are the typical approach sections for the facilities over and under the bridge and the developed view of the abutments showing foundation treatment and rock lines, as appropriate. These items shall become part of the final PS&E plans.

Reproducible prints of these Preliminary Plans and estimated quantities and construction costs shall be submitted for approval by the DEPARTMENT prior to progressing to final design of the bridge.

d. Preliminary PS&E - Bridge

Upon receipt of written approval of the Preliminary Plans, the final design and preparation of contract plans shall commence. This final design shall incorporate revisions, if any, in the Preliminary Plans as approved by the DEPARTMENT.

The plan and elevation, survey plan and profiles, and boring logs as submitted for the Preliminary Plans shall be refined as necessary and become a part of the final contract plans.

Estimates of quantities shall be prepared for all materials of construction and shall be tabulated on the plans and summarized for each bridge.

Upon completion of these contract plans, except for quantities and reinforcing-bar lists, copies of the plans shall be submitted to the DEPARTMENT for review and comment, the plans at this stage representing about 80% completion.

e. PS&E - Bridge

Comments resulting from the DEPARTMENT's review of the Preliminary PS&E submission shall be incorporated into the design and contract plans. The estimate of quantities shall be completed and tabulated and the reinforcing-bar schedules shall be completed.

Upon completion of these contract plans, copies of the plans shall be submitted to the DEPARTMENT for review and comment, the plans at this stage representing about 95% completion.

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f. Contract Plans (Mylars)

Comments resulting from the DEPARTMENT's review of the PS&E submission shall be incorporated into the design and contract plans.

Upon completion of these contract plans, they shall be submitted to the DEPARTMENT, the plans at this stage representing 100% completion.

3. Right-of-Way Plans

Right-of-way plans shall consist of a separate set of plans for the purpose of negotiating, defining and recording the required right-of-way for the project.

Final right-of-way plans shall be developed to include:

- a. Front sheet
- b. Property-layout plan sheets 1"=200'-scale (or as appropriate) showing existing detail, complete parcel boundaries, proposed roadway layout, parcel numbers, property owners' names and access points granted
- c. Summary sheets
- d. Purchase plan sheets showing all impacts (temporary or permanent)

e. Registry Plans

In order to expedite right-of-way acquisitions by the DEPARTMENT, it may be necessary to complete the right-of-way plans in stages, with work in some areas being accomplished very early in the project schedule. The preparation of the right-of-way plans in stages shall coincide with the limits and scope of the corresponding phased-construction contract plans. Right-of-way plans shall be in English units. The CONSULTANT shall be prepared to provide working (progress) right-of-way plans (front sheet, summary sheets, plan sheets) (three sets of paper prints) concurrent with the Slope and Drainage Plans submission for each roadway contract, if requested. Where the proposed right-of-way lines have been firmly established, acquisition calculations shall be performed. Acquisition and easement calculations may be submitted in handwritten format. The purpose of this working (progress) submission is to show anticipated areas of acquisition and easements, as well as the correct format of the right-of-way plans.

The preliminary right-of-way submission (three sets of paper prints) shall be submitted concurrently with, or shortly after, the CONSULTANT'S submission of the contract specific Slope and Drainage plans. The preliminary right-of-way plans shall include a front sheet, summary sheets and all plan sheets. Acquisition and easement areas shall be calculated and summary boxes filled in. Handwritten format is acceptable.

The right-of-way purchase plans shall be submitted after the CONSULTANT has received and incorporated the DEPARTMENT'S Slope and Drainage, and preliminary right-of-way plan

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comments. The CONSULTANT shall be prepared to make corrections and/or revisions as required. Upon DEPARTMENT review and written approval of the purchase plan submission, nine sets of paper prints will be required for use by the DEPARTMENT'S Bureau of Right-of-Way. The CONSULTANT shall be prepared to make revisions to the final right-of-way plans based on the DEPARTMENT'S negotiations with property owners. The Consultant shall modify the final negotiated purchase plans to develop a separate set of plans for registry recordation based on the guidance of RSA 478:1-a and DEPARTMENT procedures. The final mylars (as described previously) of the registry plans shall be submitted with the mylars of the Contract Plans submission.

In the event that the DEPARTMENT needs to acquire a particular parcel in advance of completing the right-of-way plan process, the CONSULTANT shall be prepared to submit a working (progress) print(s) containing the parcel(s) in question. The working (progress) print(s) are intended to be construction plans showing the impacts, easements, etc., with summary boxes illustrating impacts to the parcel(s). Upon completion of the negotiation process, the CONSULTANT shall revise the ROW plans to allow for recordation at the registries. Revisions shall include the removal of hatching, miscellaneous text, etc.

J. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES)

If a contract for construction of the project, or part of it, is entered into within two years after completion by the CONSULTANT of the services outlined in Articles I, III and IV, the CONSULTANT shall, without additional compensation therefore, render services to the DEPARTMENT, including, but not restricted to, the following:

I. Construction

If and when required by the DEPARTMENT during the construction of the project, the CONSULTANT shall:

- a. At the CONSULTANT'S sole expense, correct and resolve errors and/or omissions within the contract plans and specifications found during construction.
- b. Render interpretations, as necessary, of the contract plans and specifications and submit recommendations for necessary modifications in either or both and, upon approval of recommendations by the DEPARTMENT, revise the contract plans and specifications to cover same and prepare other detailed drawings as may be needed to supplement the contract plans in order to permit the proper completion of the project. This work effort, if required, will be viewed as additional services, subject to an adjustment in the fee.

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2. Shop Drawings

The CONSULTANT shall:

- a. Review, check and approve all working drawings prepared by others including the construction contractors or their subcontractors subject to the provisions of Section 105. Only that work designed by the DEPARTMENT will be excluded from this requirement.

3. Transportation Management Plan Monitoring

The CONSULTANT shall:

- a. Monitor traffic operations during construction and make necessary revisions to the Transportation Management Plan, as appropriate.

K. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional design services rendered under this AGREEMENT is **March 31, 2013**. Completion of construction support services shall be in accordance with Article I-J - Construction Support Services.

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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 \$50.00 per hour.

2. Costs that 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. The fixed fee shall be a negotiated amount based on the estimated risk to be borne by the CONSULTANT (maximum 10.00% of total labor + total overhead).
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,

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specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

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 \$2,032,545.00, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and man-hour estimates of September 23, 2010 and November 4, 2010), except by agreement of all parties made after supplemental negotiations, and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion by 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) may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work outlined in this AGREEMENT, as determined by the DEPARTMENT.

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.

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

B. SUMMARY OF FEES

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

- D.L.
#A52,398.11*
- 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 \$1,165,326.00. For billing purposes, salary burden and overhead costs are currently estimated at 157.60% of actual salaries.
 - b. A fixed fee to cover profit and non-reimbursed costs at \$116,533.00.
 - c. Reimbursement for direct, out-of-pocket expenses estimated at \$16,779.00.
 - d. Reimbursement for actual cost* of subconsultants estimated as follows:
 - The Smart Associates, Inc. \$102,999.00.
 - T.Y. Lin International \$605,120.00.
 - KM Chng \$25,788.00.

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 and documented by a formal amendment to the AGREEMENT.

*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$50.00 per hour.

C. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed \$2,032,545.00 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 its 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.

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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.

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 by the CONSULTANT. Detailed vouchers shall include certification of man-hours 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 of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 540 Commercial Street, Manchester, 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 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

ARTICLE IV

contemplated by this AGREEMENT is entered into within two (2) years after satisfactory completion of the services outlined in Article I, the rendering of further services as required by Article I-I hereof shall be waived, and, in such event, 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 therefore except as hereinafter provided:

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

ARTICLE IV

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 in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction;

the CONSULTANT shall be entitled to compensation therefore in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

ARTICLE IV

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant." For subconsultants working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

ARTICLE IV

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall 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.

ARTICLE IV

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

ARTICLE IV

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

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

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

ARTICLE IV

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

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

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
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

ARTICLE IV

whole or in part with Federal funds. In this regard, the STATE and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its Consultants shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.

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

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

Attachment 1

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

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

CLD CONSULTING ENGINEERS, INC

(Company)

By: [Signature]

President

(Title)

Date: 2-9-2011

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

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

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

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

Attachment 2

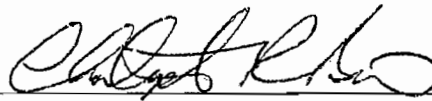
**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

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

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

2-9-2011

(Date)

A handwritten signature in black ink, appearing to be "C. J. R. H.", written over a horizontal line.

(Signature)

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the PRESIDENT and duly-authorized representative of the firm of CLO CONSULTING ENGINEERS, INC. and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any): NONE

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

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

2-9-2011

(Date)



(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

William C. O'Neil, III
Director of Project Development
10/20/11

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

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

except as here expressly stated (if any):

2/10/11
(Date)

William C. O'Neil, III
(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]
JAMES E. LALP, TREASURER

Dated: 9. FEB 2011

CONSULTANT

By: [Signature]
President
(TITLE)

Dated: 2-9-2011

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]
Michelle Brown

Dated: 2/10/11

THE STATE OF NEW HAMPSHIRE

By: [Signature]
for DOT COMMISSIONER

Dated: 2/10/11

Attorney General

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

Dated: 2/17/11

By: [Signature]
Assistant Attorney General

Secretary of State

MAR 16 2011

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

Dated: MAR 16 2011

Attest: [Signature]
Secretary of State

DEPUTY SECRETARY OF STATE

CERTIFICATE OF AUTHORITY/VOTE

I, Paul Konieczka, do hereby certify that:

1. I am a duly elected officer of CLD Consulting Engineers, Inc. (The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 7, 2011

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Transportation, for the provision of Professional Engineering Services as described in the agreement entitled Manchester 14966 (Part B) Final Design.

RESOLVED: That the president of the Corporation is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of February 9, 2011.

3. Christopher R. Bean is the duly elected President of the Corporation

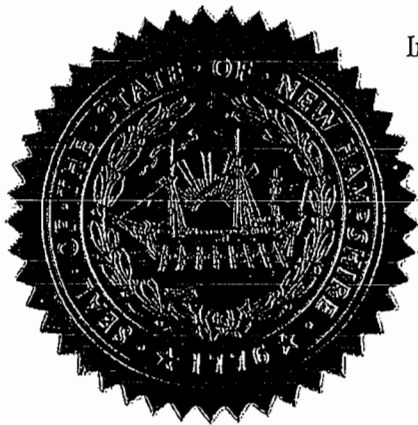


Paul Konieczka, Secretary
CLD Consulting Engineers, Inc.

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 CLD CONSULTING ENGINEERS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 8, 1976. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of February, A.D. 2011

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2011

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 365 Nashua Street Milford NH 03055	CONTACT NAME: Judi Dunbar
	PHONE (A/C No. Ext): 603-673-0500 FAX (A/C No): 603-673-7456 E-MAIL ADDRESS: jdunbar@eatonberube.com PRODUCER CUSTOMER ID #: CLDCO
INSURED CLD Consulting Engineers, Inc. 540 Commercial Street Manchester NH 03101	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Peerless Insurance Co
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18253376

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	CBP8442049	6/1/2010	6/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$400,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y N	8A8448544	6/1/2010	6/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000		CU8447677	6/1/2010	6/1/2011	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC8440246	6/1/2010	6/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$500,000 E L DISEASE - EA EMPLOYEE \$500,000 E L DISEASE - POLICY LIMIT \$500,000
A	Valuable Papers		CBP8442049	6/1/2010	6/1/2011	\$250,000

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

Workers' Compensation: 3A States included NH, VT, ME & MA Officers excluded under Workers Compensation: Chris Bean, Kenneth Rhodes, Paul Konieczka
Re: Agreement Manchester 14966 (Part B) Final Design
See Attached...

CERTIFICATE HOLDER**CANCELLATION**State of New Hampshire
Department of Transportation
John Morton Building, 7 Hazen Drive
Concord NH 03302

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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AGENCY CUSTOMER ID: CLDCO

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED CLD Consulting Engineers, Inc. 540 Commercial Street Manchester NH 03101	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

State of New Hampshire is an Additional Insured with respect to General Liability and Auto, Umbrella follows form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2011

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PRODUCER Ames and Gough 859 Willard Street Suite 320 Quincy MA 02169	CONTACT NAME: Jacquie Forrand
	PHONE (A/C No. Ext): (617) 328-6555 FAX (A/C No.): (617) 328-6888
	E-MAIL ADDRESS: jforrand@amesgough.com
	PRODUCER CUSTOMER ID #: 00001520
INSURED CLD Consulting Engineers, Inc. 540 Commercial Street Manchester NH 03101	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance NAIC # 16535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: **CL10121710165** REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PROJECT LOC					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$
A	Professional Liability		EOC 9262685-03	10/4/2010	10/4/2011	Per Claim Limit \$1,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Manchester 14966 (Part B) Final Design
Per Claim Deductible: \$50,000

CERTIFICATE HOLDER The State of New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, PO Box 483 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brett Gough/BOSTON
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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Bureau of Highway Design

GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

February 3, 2011

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

Requested Action

Authorize the Department of Transportation to enter into an Agreement with CLD Consulting Engineers, Inc., Manchester, NH, Vendor #155006, for an amount not to exceed \$2,032,545.00, for the final design for the replacement of one bridge and rehabilitation of four bridges in the area of Exit 4, Queen City Avenue, on I-293 (the FE Everett Turnpike) in the City of Manchester, effective upon Governor and Council approval, through March 31, 2013. 100% Turnpike Funds.

Funding is available as follows:

Table with 3 columns: Account Number, Description, and Amount. Includes entries for Central NH Turnpike Expansion and Consultants.

EXPLANATION

The Department requires professional engineering design and environmental consultant services for the replacement of one bridge, rehabilitation of four bridges, and the associated highway improvements in the area of Exit 4, Queen City Avenue, on I-293 (the FE Everett Turnpike) in the City of Manchester. All five bridges have been found to be structurally deficient and are included in the Department's "red list" of bridges.

The Department has been directed, as part of the State's Ten-Year Transportation Improvement Program, to replace or rehabilitate the bridges to remove them from the red-listed bridge status. This project is located within a tightly constricted urban environment with sensitive resources that may be impacted by the construction.

On March 4, 2009, the Governor and Council authorized the Part A Agreement (Item #64; copy of Resolution attached) to prepare preliminary design engineering plans suitable for a Design Public Hearing and environmental documentation necessary for a Final Environmental Study. The Department reserved the right to either negotiate a scope and fee for the Part B final design services or terminate the contract.

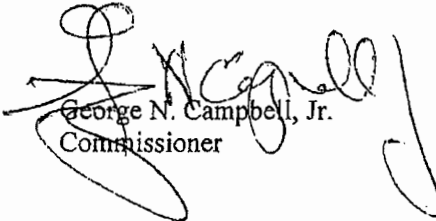
The firm of CLD Consulting Engineers, Inc. has been recommended for this Part B final design services contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

CLD Consulting Engineers, Inc. has agreed to furnish the required Part B services for a total fee not to exceed \$2,032,545.00. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

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.

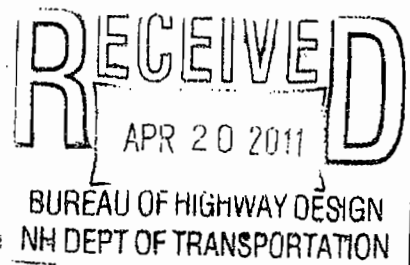
It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,



George N. Campbell, Jr.
Commissioner

GNC/wjh





THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



RGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

MANCHESTER
14966
(PART B)

Bureau of Highway Design
Room 200 (CMF)
Tel. (603) 271-2171
Fax (603) 271-7025

March 17, 2011

Mr. Christopher R. Bean, P.E.
President
CLD Consulting Engineers, Inc.
540 Commercial Street
Manchester, NH 03101

Dear Mr. Bean:

In accordance with Article I, Section H (Work Schedule and Progress Reports) of the above subject Agreement, you are hereby authorized to proceed.

The effective date of this Notice to Proceed is March 16, 2011. In accordance with the Governor & Council Resolution authorizing this Agreement, the completion date is March 31, 2013.

Please contact me at your earliest convenience to arrange a turnover of the materials to be furnished by the Department. We are looking forward to continuing working with you on this Contract for the Part B final design services.

Sincerely,

Keith A. Cota, P.E.
Chief Project Manager

KAC/wjh

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