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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Environment
June 7, 2021

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a **retroactive** contract amendment with ATC Group Services, LLC (Vendor #175681) to extend the completion date from March 31, 2021 to June 30, 2023. The subject agreement (#4008799) is to conduct on-call hazardous materials site assessments for various projects and facilities located throughout the State. The original contract was approved by Governor and Council on March 21, 2018 (item #23). Item is for time extension only, no additional funding requested.

EXPLANATION

This item is **retroactive** as it was determined following the contract end date that additional services would be needed from this vendor for existing projects to maintain continuity with assignments made during the project design phase. The existing projects include Lebanon, 42866 (Westboro Rail Yard asbestos abatement); Hinsdale-Brattleboro, 12210C (contaminated materials management); and Rye, 42964 (District 6 cold storage building contaminated materials demolition). **The work under this contract amendment is pending and has not been completed.** Extending the completion date of this agreement will allow for the timely and efficient completion of the services for these assignments.

On March 21, 2018, the Governor and Council authorized the subject hazardous materials services agreement in the amount of $750,000.00 to perform on-call hazardous materials site assessments for Department of Transportation projects throughout the State. Forty (40) individual task order assignments have been issued totaling $507,017.61 in value, with $242,982.39 remaining in contract authority.

The Agreement (Statewide On-Call Hazardous Materials Services 41618) 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.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

STATEWIDE HAZARDOUS MATERIALS SERVICES
41618

Bureau of Environment
Tel. (603) 271-3226
Fax (603) 271-7199

June 4, 2021

Steven P. Low, PG
Branch Manager
ATC Group Services LLC
150 Zachary Road
Manchester, NH 03109

Re: Contract Amendment – Time-only Extension

Dear Mr. Low:

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, 2021
By this letter, amended to:	June 30, 2023

All other provisions of the original Agreement remain in full force and effect. Period 3 labor rates shall be used for the duration of this amendment. This amendment becomes effective upon approval by the Governor and Council.

Sincerely,

Kevin T. Nyhan, Administrator
Bureau of Environment

Approved: Peter E. Stamnas
Director of Project Development

We concur in the above amendment

ATC GROUP SERVICES, LLC.

By: _____

Title: Senior Vice President

S:\Environment\CONSULTANT AGREEMENTS\Hazardous Materials\2018-2021 Hazmat Contracts\ATC #4008799-41618\Agreements\Amendment\Amendment1.docx

AGREEMENT AMENDMENT

STATEWIDE HAZARDOUS MATERIALS SERVICES, 41618

ATC GROUP SERVICES, LLC

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: _____

Project Manager

Dated: 6/10/21

CONSULTANT

By: _____

Senior Vice President (Title)

Dated: 6-10-2021

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Jaworskas

_____

Dated: June 11, 2021

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development

Dated: June 11, 2021

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: 6/16/2021

By: Allison B. Groonstein

Secretary of State

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

Dated: _____

Attest:

By: _____

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Donald Beck **, hereby certify** that I am a Partner, Member or Manager
(Name)
of ATC Group Services LLC a limited liability partnership under RSA 304-B,
(Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution

DATED: 6/10/2021 **ATTEST:** Donald Beck Senior Vice President
(Name & Title)

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 ATC GROUP SERVICES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 24, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **290168**

Certificate Number: **0005361452**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/07/2021

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Steadfast Insurance Company	26387
INSURER B:	Zurich American Ins Co	16535
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Atlas Technical Consultants, Inc.
ATC Group Services, LLC
13215 Bee Cave Parkway
Building B, Suite 230
Austin TX 78738 USA

COVERAGES CERTIFICATE NUMBER: 570087659369 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GPL021708505	11/13/2020	11/13/2021	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$6,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			BAP 0217109-05	11/13/2020	11/13/2021	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC021711105	11/13/2020	11/13/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
A	E&O-PL-Primary			GPL021708505 CLAIMS MADE	11/13/2020	11/13/2021	Each Incident	$2,000,000
							Policy Aggregate	$6,000,000

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

RE: Contract No. 41618. The State of New Hampshire Department of Transportation (NHDOT) is included as Additional Insured in accordance with the policy provisions of the General Liability policy. Deductibles/Retention: Policy Number GPL021708505 - $25,000 deductible for the Each following lines of business: General Liability and Professional Liability, Policy Number: BAP 0217109-05 (Automobile Liability): $0, Policy Number: WC021711105, (Workers' Compensation): $0, Policy Number: SXS021707705 (Excess Liability): $0.

CERTIFICATE HOLDER

The State of New Hampshire Department
of Transportation (NHDOT)
Attn: Phyllis Jouvelakas
7 Hazen Drive
PO Box 483
Concord NH 03302 USA

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

Aon Risk Services Southwest Inc.

Holder Identifier :

Certificate No : 570087659369

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New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #23
Date 3-21-18

William Cass, P.E.
Assistant Commissioner

Bureau of Environment
February 5, 2018

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with ATC Group Services LLC, Manchester, NH, Vendor #175681, in the amount of $750,000.00 for on-call hazardous materials site assessment for various projects and facilities located throughout the State, effective upon Governor and Council approval, through March 31, 2021.

Funds to support this request are available in the following account in State FY 2018 and FY 2019, and are contingent upon the availability and continued appropriation of funds in FY 2020 and FY 2021, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

04-096-96-963515-3054	FY 2018	FY 2019	FY 2020	FY 2021
Consolidated Federal Aid				
046-500464 Gen Consultants Non-Benefit	$80,000	$240,000	$240,000	$190,000

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

EXPLANATION

The Department requires on-call engineering and technical consulting services to perform tasks required to determine the possible presence, type, and extent of contamination and/or hazardous materials in and adjacent to proposed and existing highway right-of-way and at the Department's sites and facilities located throughout the State. If preliminary investigations reveal the potential or known presence of hazardous materials at or adjacent to a site, a comprehensive investigation will be conducted to determine the characteristics and extent of the contaminants and remedial action may be required. The Consultant will coordinate with appropriate regulatory agencies (e.g., EPA, DES, State and local health agencies) and conduct construction monitoring to ensure all health and safety requirements are met.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c, 21-I:22-d, 228:4 and 228:5-a, and all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and Administration" dated August 25, 2017. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (Chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for four (4) Statewide On-Call Hazardous Materials Services contracts. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on April 14, 2017, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on June 8, 2017 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, eight shortlisted firms were notified on June 21, 2017 through a technical "Request For

Proposal" (RFP). Committee members individually rated the firms' technical proposals on August 24, 2017 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the eight firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the four (4) highest-ranking firms were asked to submit a fee proposal for negotiations.

The long list of fourteen (14) consultant firms that were considered for this assignment, with the eight short-listed firms shown in bold, is as follows:

Consultant Firm	*Office Location*
Aeries Engineering, Inc.	Concord, NH
ATC Group Services LLC	**Manchester, NH**
Beta Group, Inc.	Manchester, NH
Comprehensive Environmental, Inc.	**Merrimack, NH**
Golder Associates Inc.	**Manchester, NH**
GZA GeoEnvironmental, Inc.	**Bedford, NH**
HTE Northeast, Inc.	Bedford, NH
Nobis Engineering, Inc.	**Concord, NH**
Pathways Consulting, LLC	Lebanon, NH
Sanborn, Head & Associates, Inc.	**Concord, NH**
Stantec Consulting Services Inc.	**Auburn, NH**
Terracon Consultants, Inc.	Manchester, NH
TRC Companies, Inc.	**Manchester, NH**
Weston Solutions, Inc.	Concord, NH

The firm of ATC Group Services LLC has been recommended for one of the four contracts. This firm has an excellent reputation and has demonstrated their capability to perform the required services in previous contracts with the Department. Background information on this firm is attached.

ATC Group Services LLC has agreed to furnish the on-call services for an amount not to exceed $750,000.00. The cost for individual Task Orders assigned under this contract will be negotiated and use of a modified cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Hazardous Materials Services 41618) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

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PROJECT: Statewide On-Call Hazardous Materials Services **August 24, 2017**

DESCRIPTION: : Four (4) Statewide On-Call Agreements, anticipated to have a maximum value of $750,000 each over a three-year term, are needed to provide on-call hazardous materials services that may include: site assessments (investigations and research) for Department construction projects and maintenance activities; technical data development and usage (including use of databases); investigations at properties scheduled for full or partial acquisition, and the oversight and monitoring of construction activities in suspected contaminated areas at various locations throughout the State. Typical assignments would include performing any necessary tasks required to determine the possible presence, type, and extent of contamination and/or hazardous materials in and adjacent to proposed and existing highway rights-of-way and at the Department's sites and facilities. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services, experience of the firm and staff, availability to respond rapidly to on-call assignments, as well as previous experience.

Services Required: HAZ

SUMMARY

ATC Group Services, Inc.	4	4	2	4	3	4	21
Comprehensive Environmental Services, Inc.	8	7	6	8	8	7	44
Golder Associates, Inc.	1	2	1	1	1	1	7
GZA GeoEnvironmental, Inc.	6	6	5	7	6	6	36
Nobis Engineering, Inc.	5	5	7	5	5	5	32
Sanborn Head & Associates, Inc.	2	3	4	2	4	2	17
Stantec Consulting Services, Inc.	3	1	3	3	2	3	15
TRC Companies, Inc.	7	8	8	6	7	8	44

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms								
	WEIGHT	ATC Group Services, Inc.	Comprehensive Env. Svcs., Inc.	Golder Associates, Inc.	GZA GeoEnvironmental, Inc.	Nobis Engineering, Inc.	Sanborn Head & Associates, Inc.	Stantec Consulting Services, Inc.	TRC Companies, Inc.
Comprehension of the Assignment	20%	19	17	19	15	18	19	19	17
Clarity of the Proposal	20%	18	16	19	15	18	18	18	17
Capacity to Perform in a Timely Manner	20%	18	17	19	19	19	19	18	17
Quality & Experience of Project Manager/Team	20%	19	17	19	18	18	19	19	17
Previous Performance	10%	9	7	9	8	8	9	9	7
Overall Suitability for the Assignment	10%	9	7	9	8	9	9	9	7
Total	100%	92	81	94	89	90	93	92	82

Ranking of Firms:
1. Golder Associates Inc
2. Sanborn Head & Associates, Inc
3. Stantec Consulting Services
4. ATC Group Services, Inc
5. Nobis Engineering Inc
6. GZA GeoEnvironmental Inc
7. TRC Companies Inc
8. Comprehensive Environ Svcs Inc

Rating Considerations	Scoring of Firms								
	WEIGHT	ATC Group Services, Inc.	Comprehensive Env. Svcs., Inc.	Golder Associates, Inc.	GZA GeoEnvironmental, Inc.	Nobis Engineering, Inc.	Sanborn Head & Associates, Inc.	Stantec Consulting Services, Inc.	TRC Companies, Inc.
Comprehension of the Assignment	20%	18	16	20	17	18	20	20	15
Clarity of the Proposal	20%	19	16	20	18	20	20	20	15
Capacity to Perform in a Timely Manner	20%	20	18	20	18	18	20	20	16
Quality & Experience of Project Manager/Team	20%	17	16	20	17	17	18	20	15
Previous Performance	10%	10	9	10	9	9	9	10	9
Overall Suitability for the Assignment	10%	10	8	10	9	9	10	10	8
Total	100%	94	83	100	88	91	98	100	78

Ranking of Firms:
1. Stantec
2. Golder
3. SHA
4. ATC
5. Nobis
6. GZA
7. GDI
8. TRC

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms								
	WEIGHT	ATC Group Services, Inc.	Comprehensive Env. Svcs., Inc.	Golder Associates, Inc.	GZA GeoEnvironmental, Inc.	Nobis Engineering, Inc.	Sanborn Head & Associates, Inc.	Stantec Consulting Services, Inc.	TRC Companies, Inc.
Comprehension of the Assignment	20%	19	18	19	19	16	19	19	17
Clarity of the Proposal	20%	19	18	19	18	16	17	18	16
Capacity to Perform in a Timely Manner	20%	18	18	19	18	19	18	18	18
Quality & Experience of Project Manager/Team	20%	19	18	19	18	19	18	19	19
Previous Performance	10%	10	9	10	9	10	10	10	9
Overall Suitability for the Assignment	10%	10	9	10	9	9	10	10	9
Total	100%	95	90	96	91	89	92	94	88

Ranking of Firms:
1. GOLDER
2. ATC
3. STANTEC
4. SANBORN HEAD
5. GZA
6. CEI
7. NOBIS
8. TRC

Rating Considerations	Scoring of Firms								
	WEIGHT	ATC Group Services, Inc.	Comprehensive Env. Svcs., Inc.	Golder Associates, Inc.	GZA GeoEnvironmental, Inc.	Nobis Engineering, Inc.	Sanborn Head & Associates, Inc.	Stantec Consulting Services, Inc.	TRC Companies, Inc.
Comprehension of the Assignment	20%	19	15	20	17	18	20	20	16
Clarity of the Proposal	20%	19	15	19	16	18	19	18	15
Capacity to Perform in a Timely Manner	20%	19	16	20	16	17	20	20	16
Quality & Experience of Project Manager/Team	20%	19	17	20	18	19	20	20	17
Previous Performance	10%	10	7	10	8	9	9	8	7
Overall Suitability for the Assignment	10%	9	7	10	8	9	10	10	7
Total	100%	95	77	99	83	90	98	96	88

Ranking of Firms:
1. Golder
2. SHA
3. Stantec
4. ATC
5. Nobis
6. TRC
7. GZA
8. CEI

Rating Considerations	Scoring of Firms								
	WEIGHT	ATC Group Services, Inc.	Comprehensive Env. Svcs., Inc.	Golder Associates, Inc.	GZA GeoEnvironmental, Inc.	Nobis Engineering, Inc.	Sanborn Head & Associates, Inc.	Stantec Consulting Services, Inc.	TRC Companies, Inc.
Comprehension of the Assignment	20%	20	16	20	18	19	20	20	17
Clarity of the Proposal	20%	18	16	20	17	19	18	19	16
Capacity to Perform in a Timely Manner	20%	20	17	20	17	19	19	20	17
Quality & Experience of Project Manager/Team	20%	19	17	20	18	20	18	20	16
Previous Performance	10%	10	7	10	8	8	10	10	7
Overall Suitability for the Assignment	10%	10	6	10	8	8	9	10	7
Total	100%	97	79	100	86	93	94	99	80

Ranking of Firms:
1. Golder
2. Stantec
3. ATC
4. SHA
5. Nobis
6. GZA
7. TRC
8. CEI

Rating Considerations	Scoring of Firms								
	WEIGHT	ATC Group Services, Inc.	Comprehensive Env. Svcs., Inc.	Golder Associates, Inc.	GZA GeoEnvironmental, Inc.	Nobis Engineering, Inc.	Sanborn Head & Associates, Inc.	Stantec Consulting Services, Inc.	TRC Companies, Inc.
Comprehension of the Assignment	20%	19	17	20	18	19	20	20	17
Clarity of the Proposal	20%	19	16	19	16	17	18	18	16
Capacity to Perform in a Timely Manner	20%	17	16	20	16	18	19	19	15
Quality & Experience of Project Manager/Team	20%	17	16	20	17	19	19	18	16
Previous Performance	10%	9	6	10	7	8	10	10	6
Overall Suitability for the Assignment	10%	9	7	10	7	7	10	9	7
Total	100%	90	77	99	81	87	96	94	76

Ranking of Firms:
1. GOLDER ASSOC.
2. SANBORN HEAD
3. STANTEC
4. ATC
5. NOBIS
6. GZA
7. CEI
8. TRC

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any): NHDOT Eligible Consultants List

PART II – GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME: ATC GROUP SERVICES LLC

3. YEAR ESTABLISHED: 2002

4. DUNS NUMBER: 02-999-2398

2b. STREET: 150 Zachary Road

2c. CITY: Manchester

2d. STATE: NH

2e. ZIP CODE: 03109

5. OWNERSHIP

a. TYPE: Corporation

b. SMALL BUSINESS STATUS: NA

6a. POINT OF CONTACT NAME AND TITLE: Kelly Hurstak, Regional Manager

6b. TELEPHONE NUMBER: 603.647.7077

6c. E-MAIL ADDRESS: Kelly.hurstak@atcassociates.com

7. NAME OF FIRM (If block 2a is a branch office): ATC Group Services LLC

8a. FORMER FIRM NAME(S) (If any): ATC Associates Inc and Cardno ATC

8b. YR. ESTABLISHED: NA

8c. DUNS NUMBER: NA

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
06	Architects	4	
07	Biologists	21	
08	CADD Technicians	20	
10	Chemical Engineers	9	
12	Civil Engineers	41	
15	Construction Inspectors	38	
16	Construction Managers	11	
23	Environmental Engineers	46	
24	Environmental Scientists	255	2
27	Foundation / Geotech. Engrs.	15	
30	Geologists	152	2
34	Hydrogeologists	41	
36	Industrial Hygienists	125	2
42	Mechanical Engineers	2	
57	Structural Engineers	3	
58	Technicians / Analysts	265	
	Laboratory Personnel	61	
	Materials Testing Technicians	123	
	Roofing Specialists	5	
	Training Personnel	4	
	Other Employees	173	1
	Total	1436	7

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

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
A04	Air Pollution Control	1
C15	Construction Management	1
E09	Env. Impact Studies; Assessments / Statements	1
E11	Environmental Planning	1
E12	Environmental Remediation	2
E13	Environmental Testing & Analysis	2
P01	Petroleum Exploration; Refining	1
S01	Safety Eng.; Accident Studies; OSHA Studies	1
S05	Soils & Geologic Studies; Foundations	1
W02	Water Resources; Hydrology; Groundwater	1
W03	Water Supply; Treatment & Distribution	1
	Asbestos Consulting	2
	Environmental Training	1
	Indoor Air Quality Investigation	1
	Lead-based Paint Consulting / Management	1
	Microbial / Mold Consulting	1
	Property Condition Assessments	1

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

(Insert revenue index number shown at right)

a. Federal Work	2
b. Non-Federal Work	4
c. Total Work	4

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Kelly Hurstak

b. DATE: December 16, 2016

c. NAME AND TITLE: Kelly Hurstak, Regional Manager

CHRISTINE OWENS
Senior Project Manager

PROFESSIONAL SUMMARY

Ms. Owens is a Senior Project Manager for the Environmental Services Division of ATC's Manchester, New Hampshire office. She has eleven years' experience providing environmental consulting services for commercial, residential, industrial, municipal, and state clients across New Hampshire. This includes environmental due diligence, environmental compliance and auditing, telecommunication facility development, groundwater and soil investigation, remedial oversight, data management and interpretation, site specific health and safety plan preparation, and regulatory report preparation.

Ms. Owens is currently serving as Senior Project Manager for ATC's Statewide Hazardous Waste Contract for the NHDOT. In this role Ms. Owens provides project management on a wide variety of projects which have included environmental investigation of patrol sheds, maintenance yards, right-of-ways and potential acquisition properties. On a routine basis Ms. Owens has been asked to work out of NHDOT's Concord office to be directly accessible to support the Bureau of Environment Contamination Program. Other work activities have included performing Initial Site Characterizations, Level I and Level II Site Investigations; preparing Soil Management Plans (SMP); assisting with limited reuse soil (LRS) projects, performing groundwater sampling activities under Groundwater Management Permits (GMP) and New Hampshire Petroleum Fund Program; conducting/providing technical oversight for soil and groundwater remediation projects; reviewing and providing technical comments on reports prepared by others; attending project and strategy meetings; and preparing various reports and documents for submittal to NHDES. This experience provides Ms. Owens with a unique understanding of NHDOT's environmental management approach, objectives and procedures.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION PROJECT EXPERIENCE

- **Computer Databases.** Has experience with the IMP, RASCAL, Mitigation, and Manifest Tracking databases.
    - **IMP Database:** Populated the site contamination portion of the IMP database with information from the NHDES online website ONESTOP. Responsible for periodically updating the site contamination portion of IMP, setting notifications, and uploading reports.
    - **RASCAL Database:** Periodically updates the RASCAL database with the result of property hazardous material evaluations.
    - **Mitigation Database:** Populated the Mitigation database with information from meetings with NHDOT Bureau of Environment staff and research of Bureau of Environment and Bureau of Right-of-Way files and uploaded relevant documents to the database. Identified problems with the database and ways to make the Mitigation database user friendly for the NHDOT Bureau of Environment staff. Updated the Mitigation database and setting notifications.
    - **Manifest Tracking Database:** Entered hazardous waste manifest information into the database and uploaded documents to the database.
- **Roadway Bridge Asbestos Projects.**
    - Ms. Owens assisted in the coordination of asbestos sampling on NHDOT bridges. This involved: coordinating with NHDOT Bureau of Bridge Design to determine upcoming bridge projects that would need asbestos sampling and to secure funding for the bridge asbestos sampling; coordinating with the NHDOT Bureau of Highway Maintenance to provide traffic control during the asbestos sampling; and coordinating with the consultant holding the

Asbestos Testing and Monitoring State of New Hampshire contract to perform the bridge asbestos coring and sampling.

- Ms. Owens has worked closely with the NHDOT to develop the current asbestos on bridges related special provisions and prosecution of work language. Ms. Owens provides review of the asbestos on bridge special provisions and prosecution of work language prior to project advertisement for many of the bridge projects.
- Ms. Owens manages the oversight during the removal of asbestos containing material from bridge components. Activities include the attendance of the environmental pre-construction meeting, review of asbestos abatement work plan, oversight during asbestos abatement activities, and the preparation of a report documenting the asbestos abatement activities.

- **Special Projects.** Ms. Owens has provided technical assistance and support to the Bureau of Environment Staff on numerous projects including: organizing statewide pit information, obtaining information to populate the Mitigation Database, preparation of structure demolition guidance, assisting with the preparation of the Environmental Process Manual, and preparing multiple chapters of the Contamination Program Manual.
- **Limited Reuse Soil.** Ms. Owens has participated in the development of the LRS guidelines. Ms. Owens is in the process of implementing the LRS guidelines on several NHDOT projects. Activities performed include the preparation of a LRS specific soil management plan, prosecution of work, and special provisions.
- **Asbestos and Hazardous Material Pre-Demolition Surveys.** Ms. Owens serves as a project manager for asbestos and hazardous material pre-demolition surveys as well as conducts asbestos, lead, and oil and hazardous material surveys for building demolition projects.
- **Asbestos Abatement/Demolition Oversight.** Ms. Owens serves as a project manager for the asbestos abatement and building demolition oversight projects. Activities include review of the asbestos and demolition work plan, attendance of the pre-construction meetings, oversight during abatement/demolition activities, and preparation of a report documenting the abatement/demolition activities.
- **Oversight of Archaeological Test Pits.** Ms. Owens provided oversight during the archeological test pit excavation program associated with the NH Route 110 Reconstruction Project located in Berlin, New Hampshire. Activities performed during the test pit excavation program included: basic asbestos and environmental contamination briefing to the archeological team; oversight during the test pit activities; field screening of soil samples for the presence of volatile organics; logging of each pit; and the collection of suspect asbestos containing materials (ACM) from the vicinity of the test pits.

EDUCATION

- B.S., Environmental Conservation, University of New Hampshire, Durham, NH, 2006

TRAINING AND CERTIFICATIONS

- Niton XL XRF Analyzer and Radiation Safety Course
- EPA and NH Lead Inspector and EPA and NH Lead Risk Assessor
- OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) Training (40-hour)
- OSHA 10-hour Construction Safety and Health
- OSHA 8-Hour Annual Refresher- Hazardous Waste Operations and Emergency Response
- OSHA 24-Hour Asbestos Site Inspector
- New Hampshire Lead Risk Assessor, License # RA-61
- 16-Hour Microbial Investigations, Assessments and Remediation in the Indoor Environment Training Course
- New Hampshire Certified Hazardous Waste Coordinator

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STATEWIDE ON-CALL
HAZARDOUS MATERIALS SERVICES
41618

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 12 day of Feb. in the year 2018 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 ATC Group Services LLC, with principal place of business at 1209 Orange Street, in the City of Wilmington, State of Delaware, and New Hampshire Branch Office at 150 Zachary Road, in the City of Manchester, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that;

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical services to conduct hazardous materials and technical assistance services for various transportation-related projects and facilities located throughout the STATE. These services are outlined in the CONSULTANT'S technical proposal dated August 4, 2017 and revised fee proposal dated November 9, 2017 which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. DESCRIPTION OF SERVICES

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

Provide engineering and/or technical services for hazardous materials site assessment and related support services for various projects and facilities located throughout the State.

Work performed by the CONSULTANT under this AGREEMENT involves the use of two DEPARTMENT databases, IMP (Inventory of Managed Properties) and RASCAL (Risk Assessment and Site Characterization for Appraisal of Land). The CONSULTANT will frequently need to access these databases, populate them with new information, and be responsible to address errors and/or issues related to site contamination, site investigations, underground storage tank issues, and other related items.

B. SCOPE OF WORK

1. The CONSULTANT shall perform, as necessary, tasks required to first determine the possible presence, type, and extent of contamination and/or hazardous materials in and adjacent to proposed and existing highway right-of-way and at the DEPARTMENT'S sites and facilities. The tasks are grouped into three phases.

Upon completion of a phase, the DEPARTMENT will determine if subsequent investigations are required. The three phases are:

Phase I - Initial Site Assessment (ISA)

This phase involves determining the likelihood that a site contains hazardous materials. The steps necessary to accomplish this may include, but not be limited to:

- Review files of federal, state and local agencies that are sources of information on hazardous materials (e.g. EPA, fire departments, public health agencies, Department of Environmental Services).
- Examine existing records, such as Sanborn Insurance Maps, to determine previous land uses and identify past industries.
- Examine recent and past aerial photographs to identify changes in land use and areas of past filling.

- Conduct historical reviews to identify past land use and businesses.
- Visit the site area to inspect properties in and adjacent to the site and make a preliminary hazardous materials evaluation.
- Interview property owners, local officials, and other appropriate persons.
- Enter information into a database.
- Recommend additional investigations as needed.

Phase II - Preliminary Site Investigations (PSI)

For sites where the Initial Site Assessment reveals the potential or known presence of hazardous materials at or adjacent to the site, a Preliminary Site Investigation may be directed. The Preliminary Site Investigation will verify the findings of the Initial Site Assessment and examine the contaminated area to gain additional information. The steps necessary to conduct a Preliminary Site Investigation may include, but not be limited to:

- Prepare sampling plan.
- Establish sampling equipment.
- Develop quality assurance/quality control plan for proper and adequate handling, sampling, chain-of-custody of samples and testing protocols.
- Develop health and safety plan.
- Develop community relations plan.
- Test soil, surface water, groundwater, and/or air samples to determine whether hazardous materials are present in levels that exceed currently allowable NHDES/EPA limits.
- Document in accordance with NHDES Guidelines and enter summary into database.

Phase III - Detailed Site Investigation (DSI)

The Detailed Site Investigation will be conducted as a comprehensive investigation of the site to determine the characteristics and extent of the contaminants. The tasks necessary to accomplish this may include, but not be limited to:

- Prepare sampling plan.
- Conduct ecological risk assessment.
- Develop health and safety plan.
- Coordinate with appropriate regulatory agencies (e.g. EPA, DES, State and local health agencies).
- Conduct sampling/analysis.
- Delineate extent of contamination.
- Identify remedial alternatives.

- Document results and enter summary into database.

2. The CONSULTANT shall perform, as necessary, tasks required to manage sites prior, during, and after construction. The steps necessary for this effort may include, but not be limited to:

- Prepare Best Management Practices for individual sites.
- Develop health and safety plan.
- Perform and/or oversee remedial action
- Conduct construction monitoring to ensure all health and safety requirements are met.
- Develop asbestos disposal site plans.
- Perform post-construction monitoring.
- Seek Oil Discharge and Disposal Cleanup Fund (ODDCF) reimbursement through accurate record keeping.
- Oversee and coordinate with subcontractors for remediation projects, ensuring work is being conducted according to (DES/EPA) applicable rules and regulations
- Utilize existing technology to characterize each site.
- Compare costs for remediation to known sites
- Itemize lists of issues with their associated costs.

3. The CONSULTANT shall perform, as necessary, tasks required to provide the DEPARTMENT with remediation cost opinions necessary for accurate right-of-way appraisals.

The frequency with which a CONSULTANT is retained to provide the services described in this AGREEMENT is dependent on several factors, namely:

- The current number of projects assigned to the CONSULTANT.
- The amount of hazardous materials work required for any given project.
- The ability of the DEPARTMENT to perform the required environmental services with in-house personnel.
- The DEPARTMENT'S/FHWA'S satisfaction with the performance of the CONSULTANT'S services.

Thus, the work actually assigned to the CONSULTANT, if any, may vary and may consist of a portion of the steps described in each phase.

ARTICLE I

Access to Sites on Private Property

For all phases, the CONSULTANT shall work with the DEPARTMENT to secure permission from the owner(s) for access to the site. Notice of Entry letters will be mailed by the DEPARTMENT, based upon a list of landowners' names and addresses developed, if needed, by the CONSULTANT and given to the DEPARTMENT, to landowners whose properties are within the project limits and are to be affected by hazardous materials investigations. Following written notification by the DEPARTMENT, the CONSULTANT shall, whenever possible, personally contact all resident property owners prior to making hazardous materials investigations or entering the property.

Any property damage resulting from the CONSULTANT'S work shall be promptly reported to the DEPARTMENT. The CONSULTANT shall exercise due care when working on private property, and site restoration will be the responsibility of the CONSULTANT and/or subconsultant.

C. STAFFING

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the substitution in writing and provide resumes for the new individuals at least 14 days in advance of the proposed personnel changes, for review by the DEPARTMENT.

D. QUALITY CONTROL

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

E. TASK ORDERS

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that will include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT

for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Appropriate maps, plans and reports, as available, for use by the CONSULTANT
2. Results from Initial Site Assessments or other previously conducted hazardous materials investigations.
3. A right-of-entry permit, when necessary, obtained from the private property owners allowing access to the property and permission to perform subsurface testing and other necessary work.

G. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

Following approval of the contract by the Governor and Council, the CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. Upon receipt of a Task Order Authorization To Proceed Letter, the CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

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

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

ARTICLE I

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

H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment.

I. DELIVERABLES

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

Electronic Transfer of Data: The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

Word Processing, Spreadsheet, and Database Files: For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

Word Processing:	Microsoft Word 2010 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2010 or NHDOT compatible version
Databases:	Microsoft Access 2010 or NHDOT compatible version

These specifications will be updated as necessary to reflect changes in DEPARTMENT software

such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

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

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

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

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

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is March 31, 2021 unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

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

ARTICLE II

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

A. AGREEMENT GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed $750,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the $750,000.00 total amount.)

B. METHOD OF COMPENSATION FOR TASK ORDERS

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

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

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

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

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

   = Task Order Cost

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

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

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

   CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)
   CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)*
   *Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates that are in effect at the time a particular Task Order is issued shall remain effective throughout the duration of that Task Order and shall apply

to all amendments issued for the Task Order. The contract labor rates for a Task Order will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the Task Order.

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

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

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be $60.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the $60.00 per hour maximum direct labor rate translates to a $144.05 per hour maximum contract labor rate.

CONTRACT LABOR RATES (PER HOUR)

Classification	Base Period	Contract Period 2	Contract Period 3	
Principal	$144.05*	$144.05*	$144.05*	$
Senior Consultant	$126.32	$130.11	$134.01	$
Sr. Project Man./Eng./Geologist/Scientist	$101.91	$104.97	$108.12	$
Project Manager	$88.39	$91.04	$93.77	$
Project Engineer/Geologist/Scientist	$77.15	$79.46	$81.85	$
Staff Engineer/Geologist/Scientist	$55.05	$56.70	$58.40	$
Technician	$54.88	$56.53	$58.22	$
Administrative	$56.86	$58.57	$60.33	$
CADD	$60.48	$62.29	$64.16	$

* Maximum contract labor rate allowed under this AGREEMENT.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.00%.

4. **Overhead Factor** - The negotiated overhead factor (140.08%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.

5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.

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

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

D. LUMP-SUM FORMAT

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

E. SUBCONSULTANT SUPPORTING SERVICES

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

F. INVOICING and PAYMENT

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

(a) Task Order number, project name and number (if applicable);

(b) Number, description, and cost of each item being billed (modified cost-plus-fixed-fee format);

(c) Quantity delivered/Percentage completed this billing period of each item being billed;

(d) Amount due for each item being billed (modified cost-plus-fixed-fee format);

(e) Invoice amount/Total due

(f) Amount billed through this invoice (contract cumulative)

(g) Percentage of contract complete

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

G. RECORDS - REPORTS

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

The DEPARTMENT shall have the right, at the time of audit, to review all items charged to overhead on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect costs.

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in Article II, Section A – Agreement General Fee. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

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 150 Zachary Road, 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 contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. <u>REVISIONS TO REPORTS, PLANS OR DOCUMENTS</u>

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

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

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

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

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding $10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than $2,000,000 in the aggregate, with a deductible of not more than $75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and

testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than $1,500,000 in the aggregate, with a deductible of not more than $25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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 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.

ARTICLE IV

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

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

O. DOCUMENTATION

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

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.

ATC GROUP SERVICES LLC
(Company)

By: [illegible]
Regional Manager
(Title)

Date: 2/12/18

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.

2/12/18
(Date)

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Regional Manager and duly-authorized representative of the firm of ACC GEOP SERVICES LLC, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

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

except as here expressly stated (if any):

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

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

2/12/18
(Date)

(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

(a) employ or retain, or agree to employ or retain, any firm or person, or

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

except as here expressly stated (if any):

2/22/18
(Date)

(Signature)

Attachment 5

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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

Consultant

WITNESS TO THE CONSULTANT

By: _____

_____

Dated: 2/12/18

CONSULTANT

By: _____

Regional Manager
(TITLE)

Dated: 2/12/18

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Thomas

_____

Dated: 2/22/18

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development

for DOT COMMISSIONER

Dated: 2/22/18

Attorney General

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

Dated: 3/1/18

By: Allen B. Greenstein
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on MAR 2 1 2018 approved this AGREEMENT.

Dated: MAR 2 1 2018

Attest:

By: _____
Secretary of State

DEPUTY SECRETARY OF STATE

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ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

221 Rue de Jean, Suite 300
Lafayette, LA 70508
Telephone 337-262-4771
Fax 337-262-4780
www.atcgroupservices.com

Certificate of Authority

To Whom it May Concern,

I, individually and on behalf of ATC Group Services LLC, do by my signature below, certify that:

ATC Group Services LLC is a limited liability company duly organized and existing under the laws of Delaware;

I am the Secretary, an officer of the company, authorized to sign on its behalf; and

Kelly Hurstak, in Woburn, Massachusetts, is a Regional Manager of the company authorized to make, execute and approve, on behalf of this company, any and all contracts, or amendments thereof, entered into by ATC Group Services LLC and The State of New Hampshire, Department of Transportation regarding the Statewide On-Call Hazardous Materials Services Agreement number 41618.

In witness whereof, I hereunto set my hand this 12th day of February, 2018.

Ashley Foti
General Counsel / Secretary
ATC Group Services LLC
Direct Line: 337-262-4771
Email: ashley.foti@atcassociates.com

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 ATC GROUP SERVICES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 24, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 290168

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of February A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/20/2017

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Steadfast Insurance Company	26387
INSURER B:	Zurich American Ins Co	16535
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
ATC Group Services LLC
221 Rue De Jean
Suite 300
Lafayette LA 70508-3283 USA

COVERAGES CERTIFICATE NUMBER: 570069345997 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GPL021708502	11/13/2017	11/13/2018	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$6,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			BAP 0217109-02	11/13/2017	11/13/2018	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB X OCCUR			SXS021707702	11/13/2017	11/13/2018	EACH OCCURRENCE	$1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC021711102	11/13/2017	11/13/2018	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
A	Env Contr Poll			GPL021708502	11/13/2017	11/13/2018	Policy Aggregate Each Incident	$6,000,000 $2,000,000

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

RE: Statewide On-Call Hazardous Materials Service Agreement.
State of New Hampshire is included as Additional Insured in accordance with the policy provisions of the General Liability policy. Commercial Package Policy - General Liability, Professional Liability (E & O Coverage) & Pollution Liability includes a $25K Deductible. Errors and Omissions (E&O) are included in the Professional Liability Policy.

CERTIFICATE HOLDER

State of New Hampshire
Dept. of Transportation
7 Hazen Drive, PO Box 483
Concord NH 03302-0483 USA

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

Aon Risk Services Southwest Inc.

Holder Identifier :

Certificate No : 570069345997

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AGENCY CUSTOMER ID: 570000067092
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.	NAMED INSURED ATC Group Services LLC
POLICY NUMBER See Certificate Number: 570069345997	
CARRIER See Certificate Number: 570069345997 — NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	E&O-PL-Primary			GPL021708502 CLAIMS MADE	11/13/2017	11/13/2018	Policy Aggregate	$6,000,000
							Each Incident	$2,000,000

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