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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

William Cass, P.E. Assistant Commissioner

Planning and Community Assistance December 20, 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 an Agreement with Howard/Stein-Hudson Associates, Inc., Boston, MA, Vendor #38847, for an amount not to exceed \$1,500,000.00, for on-call engineering services for various transportation projects located throughout the State, effective upon Governor and Council approval through January 31, 2026.

Funds to support this request are available in the following account in State FY 2022, and are contingent upon the availability and continued appropriation of funds in FY 2023, FY 2024 and FY 2025, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

Table with 5 columns: Account Number, FY 2022, FY 2023, FY 2024, FY 2025. Row 1: 04-096-96-963515-3054 Consolidated Federal Aid. Row 2: 046-500464 Gen Consultants Non-Benefit \$375,000.00 \$375,000.00 \$375,000.00 \$375,000.00

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 consulting planning, engineering and technical services to prepare planning level corridor studies for the Bureau of Planning and Community Assistance to address needed State highway and bridge related projects. The work includes developing a corridor study implementation plan as well as working on several corridor studies as determined in the implementation plan to address all facets of highway infrastructure. Typical assignments may include providing planning, engineering, and/or technical, services for the development of planning level corridor studies of existing roadway corridors, intersections, multi-use recreational paths/bikeways, Park-and-Ride lots, and corridor wide safety studies.

The Department is seeking approval for one on-call planning and engineering consultant contract. This contract is new to the Bureau of Planning and Community Assistance and was developed out of a need to have an on-call consultant available to provide planning and engineering services on State highways. This on-call contract is a pass through agreement. Costs incurred under this contract authority will be charged to the specific projects associated with project assignments or task orders made under this contract.

Various corridors have been identified in the State's Ten Year Improvement Plan. This firm will develop an implementation plan to prioritize these corridors and develop a method of review. After the

implementation plan is approved the firm will begin working on the various corridor studies as outlined in the implementation plan.

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 one (1) Statewide On-Call Corridor Study Program Services contracts. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on February 28, 2020, 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 April 9, 2020 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, four (4) shortlisted firms were notified on June 10, 2020 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on July 22, 2020 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 four (4) firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of ten (10) consultant firms that were considered for this assignment, with the six (6) short-listed firms shown in bold, is as follows:

Consultant Firm

Office Location

Fuss & O'Neil

Manchester, NH

Greenman-Petersen, Inc.

Bedford, NH

Howard/Stein-Hudson Associates, Inc.

Boston, MA

McFarland Johnson

Concord, NH

Milone & Macbroom

Manchester, NH

Sewall

Old Town, ME

TEC, Inc.

Hampton, NH

Vanasse Hangen Brustlin, Inc.

Bedford, NH

Weston & Sampson

Manchester, NH

WSP USA, Inc.

Merrimack, NH

The firm of Howard/Stein-Hudson Associates, Inc. has been recommended for the contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services in previous similar contracts with the Department.

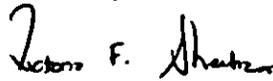
Howard/Stein-Hudson Associates, Inc. has agreed to furnish the on-call services for an amount not to exceed \$1,500,000.00. The cost for individual Task Orders assigned under this contract will be

negotiated and use of a cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of planning, 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 Corridor Study Program Services 43037) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

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ATTACHMENTS

- A. SPECIAL CONTRACT PROVISIONS FOR COVID-19
 - 1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
 - 2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
 - 3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
 - 4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
 - 5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
 - 6. SIGNATURE PAGE
 - 7. CERTIFICATION OF GOOD STANDING
 - 8. CERTIFICATION OF AUTHORITY / VOTE
 - 9. CERTIFICATION OF INSURANCE

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 9th day of December in the year 2021 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 Howard/Stein-Hudson Associates, Inc., with principal place of business at 11 Beacon Street, Suite 1010, in the City of Boston, in the Commonwealth of Massachusetts, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to complete a Statewide On-Call Corridor Study Services Agreement, anticipated to have a maximum value of \$1,500,000 over a 4-year term, to develop and define a corridor study implementation program including developing criteria for corridor prioritization, developing planning level corridor studies identified through the prioritization process and providing and reviewing planning level corridor studies.

The DEPARTMENT requires professional planning, engineering, traffic, public involvement and environmental consulting services to develop and review planning level corridor studies. These studies shall include conceptual engineering plans for inclusion in a final report and shall be developed in sufficient detail to establish a geometric framework to guide future improvement projects in the corridor and to create planning level cost estimates for such improvements. These studies may be varied and will consider a context sensitive approach. These studies shall consider intermodal transportation needs for automobiles, public transit, electric vehicles and associated infrastructure, freight movement as well as bicycles and pedestrians; they shall consider community needs; and they shall also consider safety, congestion relief, and access. The CONSULTANT shall assist the DEPARTMENT in the public involvement process. These services are outlined in this AGREEMENT.

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

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ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. DESCRIPTION OF SERVICES

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

1. Develop and define a corridor study implementation program including developing criteria for corridor prioritization. This includes any necessary public outreach.
2. Prepare planning level corridor studies. These studies should be an effective tool for assessing existing conditions, developing a preferred future condition, and consistent corridor approach.

Other considerations may include:

- a. Define and assess acceptable levels of access and mobility,
 - b. Consider and implement access management measures,
 - c. Identify priority needs,
 - d. Determine transportation system needs to support surrounding land uses,
 - e. Improve safety,
 - f. Identify congestion reduction,
 - g. Traffic analysis,
 - h. Cost estimates,
 - i. Consider and balance all modes of transportation to include:
 - Passenger automobile
 - Freight
 - Electric vehicles and associated infrastructure
 - public transit
 - pull offs & parking
 - bicycle lanes & designated bicycle routes
 - Pedestrian facilities including sidewalks
 - j. Consider proposed developments within the identified corridor,
 - k. Consider utilities,
 - l. Consider Right-of-Way, and
 - m. Consider environmental impacts and controls.
3. Review planning level corridor studies.

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4. Project Management Resources: Working under the supervision of DEPARTMENT staff while implementing, managing, reviewing and overseeing projects being conducted by the DEPARTMENT or OTHERS.
5. Provide engineering and/or technical and drafting services through the preparation of plans and estimates for inclusion in final reports. These plans and estimates shall be developed in sufficient detail to establish a geometric framework to guide future improvement projects in the corridor for inclusion in a future Ten-Year plan with accurate cost estimates.
6. Technical writing assignments could include preparation of reports, specifications, procedures, etc.
7. Public Involvement could include working closely with the appropriate public or private stakeholders to gain consensus on local desires and decisions. This could include bicycle advocacy groups. The public or private stakeholders will act in an advisory role only.

B. SCOPE OF WORK (GENERAL)

The goals of this AGREEMENT are to develop and define a corridor study implementation program including developing criteria for prioritization of identified candidate corridors. This includes any necessary public outreach.

Prepare and review planning level corridor studies to develop the best alternatives to serve the existing and projected future needs of the corridor. Studies shall include transit considerations as well as pedestrian and bicycle facilities. Studies shall give consideration to Context Sensitive Solutions and complete street approaches. Studies shall be technically feasible, environmentally permissible, and economical. Studies may include dynamic public participation programs involving public officials, public and private stakeholders and the general public in the decision-making process.

Studies shall consider erosion control measures and Best Management Practices (BMPs) consistent with the applicable water quality requirements such as current MS4 and New Hampshire Department of Environmental Services (NHDES) guidelines, traffic control measures, drainage, hydraulic studies, treatments to minimize environmental impacts, traffic counts, complex traffic analysis, highway signs, traffic control signals, roundabouts and pavement markings. The CONSULTANT shall incorporate into the concept plans any DEPARTMENT provided materials and designs such as lighting, geotechnical recommendations, Smart Work Zone (SWZ) devices, Intelligent Transportation Systems (ITS) devices, and utility relocations.

Perform reviews of DEPARTMENT or OTHER consultant or developer design submissions for various Department projects including detailed comment lists.

Technical writing assignments could include preparation of reports, specifications, procedures, manuals, etc.

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Public Involvement could include working closely with the appropriate public or private stakeholders to gain consensus on local desires and decisions. This could include modal advocacy groups. The public or private stakeholders will act in an advisory role only.

Project Management will require coordination such as with DEPARTMENT, planning commission, municipal staff, and private stakeholders.

Prepare presentation plans and conduct the presentation for meetings. Provide visualization of the proposed improvements superimposed and merged with a pictorial view of the existing condition.

The CONSULTANT is responsible for preparing all meeting minutes.

C. SCOPE OF WORK (ENVIRONMENTAL)

The CONSULTANT shall be responsible for conducting a macro-scale environmental analysis of the potential transportation improvements and preparing the appropriate environmental documentation. Pertinent regulations and guidelines that shall be followed during the studies include Section 4(f) of the Department of Transportation Act of 1966, Federal Highway Administration regulations at 23 CFR 771, Federal Highway Administration Technical Advisory T 6640.8A, the National Environmental Policy Act of 1969, Section 404 of the Clean Water Act, the National Historic Preservation Act of 1966 and the Clean Air Act Amendments of 1990, among others.

The studies shall be conducted under the direction of the DEPARTMENT, in compliance with Federal Highway Administration regulations, and shall follow a systematic approach.

The environmental analysis and document preparation require multiple tasks conducted as noted below:

DATA COLLECTION/COORDINATION

Task 1 - Project Background

The CONSULTANT shall review any previous studies and inventories related to this project and become familiar with the project history. The DEPARTMENT'S files shall be reviewed and DEPARTMENT personnel interviewed for pertinent information.

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Task 2 - Project Orientation

Plans and maps shall be reviewed and a field inspection of the project area shall be conducted. Literature pertinent to the environmental resources within the study area shall be reviewed. These resources include, but are not limited to, noise, air quality, wetlands, water quality, impaired water bodies, floodplains, farmlands, fish and wildlife, threatened and endangered species, water bodies, stream crossings, historical and archeological resources, residential and business properties, parks and conservation areas, environmental justice and construction impacts. In addition, the CONSULTANT shall review the area with respect to hazardous/contaminated material sites. This shall include a review of files that the Department of Environmental Services (DES) might have concerning known sites. The description and extent of resources shall be recorded and mapped, as appropriate. The CONSULTANT shall complete a visual-field inspection of the hazardous/contaminated material sites and the literature review is to familiarize the CONSULTANT with the study area and consider the relative importance and value of the resources and identify key environmental constraints. The Consultant shall address the potential effects of direct and indirect effects for secondary and cumulative impacts.

Task 3 - Agency Coordination

Contacts with appropriate local, STATE and Federal agencies and other interested groups shall be made to initiate the coordination process and to begin the collection of data. Written correspondence, telephone communication and personal visits, as necessary, shall be employed.

ALTERNATIVE DEVELOPMENT AND EVALUATION

Task 1 - Issues Identification/Conceptual Alternatives

Based on the resource information collected and coordination efforts in the above tasks, the CONSULTANT shall identify the macro-level issues of concern for this project. These shall include, but are not limited to, potential impacts on sensitive resources, effects on land use, socioeconomic concerns and secondary and cumulative impacts. Identification of the issues of concern is necessary to classify the project and recommend the subsequent level of environmental documentation necessary. The CONSULTANT shall also develop and screen conceptual alternatives to arrive at a range of reasonable alternatives for further analysis.

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RECOMMENDATIONS AND STUDY DOCUMENTATION

Task 1 - Classification Report

The CONSULTANT shall document the environmental-review process and project implications and prepare a Summary/Classification Report outlined in Section C.8.c. – Recommendations and Study Documentation.

The interagency-coordination process shall be continued throughout Part A. The CONSULTANT will be expected to participate in any meetings necessary to facilitate such coordination, including the DEPARTMENT'S regularly-scheduled review meetings with the State Historic Preservation Officer and various natural-resource agencies. Of particular importance is the need to coordinate with the US Army Corps of Engineers and the NH Wetlands Bureau.

Public involvement is a necessary part of the environmental-evaluation process. The CONSULTANT shall assist the DEPARTMENT in presenting the project at any public forums, such as City/Town Officials Meetings and Public Informational Meetings. Also, the CONSULTANT shall coordinate with the Regional Planning Commission.

The CONSULTANT shall be expected to produce any appropriate graphics (maps, photographs, tables, etc.) that will support the written text of the classification report.

D. SCOPE OF WORK (PLANNING)

1. **Corridor Study Implementation Program.** Develop and define a corridor study implementation program including developing criteria for corridor prioritization. It is anticipated that this program will be delivered as an approved guide for the DEPARTMENT's use and will include methodology and supporting documentation, questionnaires, forms, ratings, etc. for the prioritization. This includes any necessary public outreach.
2. **Existing Conditions:** The corridor study identify and document the existing and future problem areas for an operational, maintenance, and safety perspective. The CONSULTANT will:
 - a. Evaluate the geometric conditions and deficiencies
 - b. Compile current traffic data and traffic volumes. The CONSULTANT work with the RPC and will provide current traffic data for the corridor.
 - c. The CONSULTANT will collect 12-hour counts at major intersections consult with the Department prior to performing these counts. These counts shall be on a Tuesday, Wednesday, or Thursday (that is not the day before, during or after a holiday and is not

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between Thanksgiving and New Year's Day) on days where snow is not expected.

- d. Signal Warrant analysis will be performed.
 - e. The traffic counts will be classified into six categories: passenger vehicles, motorcycles, single unit trucks/buses, tractor-trailers, pedestrians, and bicycles. Motorcycle traffic will be collected, as this information may be useful for the traffic noise analysis. The CONSULTANT will review the raw traffic count data and develop peak-hour turning movement diagrams, calculate truck percentages and peak hour factors, and balance the traffic volumes along the roadway network for the morning and evening peak hours with discrepancies applied to high volume driveways based on engineering judgment, as may be needed.
 - f. Create a traffic network. A traffic network highlighting points of interest and points of concern will be created. This will be used to determine various design criteria such as peak hour to evaluate operational conditions of the existing study area.
3. Create a detailed base map using aerial mapping sources (the most recent ortho-rectified digital aerial photographs will be provided by the DEPARTMENT, if needed), site visits, previously completed plans, and previously completed survey from which resources and transportation improvements can be studied. The base plan shall be appropriately enhanced for display purposes at technical and public meetings and in documents prepared for this study. The map should contain, all environmental resources known to the project area, as well the condition of drainage features, right-of-way and utility information, shall be superimposed on the base plan by the CONSULTANT, as directed by the DEPARTMENT.
- a. The CONSULTANT shall collect any pertinent information available within the Project Limits including lane geometries, traffic control information, or other available materials. The CONSULTANT shall conduct a field review of the project area to identify key engineering controls, topographic features, natural and cultural resource constraints, and land uses that could have a bearing on the design.
 - b. Environmental resource identification will be limited to review of available mapping from GRANIT, NHDES OneStop, and other online sources, as well as a "windshield" survey. Formal wetland delineation will not be conducted. Threatened and endangered species information will be obtained from the NH Natural Heritage Bureau and the US Fish and Wildlife Service, but no field surveys are included.
 - c. Known historic resources within the project corridor will be identified using the NH Division of Historical Resources' online inventory mapper (EMMIT). Identify potentially historic buildings and structures (at least 50 years old) within the project corridor by reviewing available DEPARTMENT and municipal records. The locations of any cemeteries will also

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be identified.

- d. Research to generally determine the width of the State Right-of-Way will be undertaken. This effort is limited to research at the DEPARTMENT and the County Registry, and does not include field survey or boundary determination within the project limits.

4. Future Conditions. The CONSULTANT will:

- a. Develop growth projections. The CONSULTANT will develop realistic growth scenarios for a 20 – 30 year future condition. This will assist with determining the future year level-of-service for the roadway segments and intersections.

5. Concept Evaluation Considerations. Improvement concepts will be developed based on priority segments determined with input with the Department, RPC, stakeholders, and the municipality. The improvements will be displayed on the base map created above. The proposed improvements will be evaluated based on cost, benefit, resource impacts, and other controlling features. Concepts will include bicycle and pedestrian accommodations.

6. Recommended Corridor Plan.

- a. Preparation. A corridor plan will be prepared depicting the existing conditions of all roadway segments and intersections within the area of interest. It also will depict any potential improvements. The report must include the CONSULTANT'S recommendations for priority of implementation. Short-term and long-term implementation actions should be considered in accordance with planning level cost estimates.

- b. Draft of Recommended Corridor Plan. A draft Corridor Plan will be submitted for review by the DEPARTMENT, RPC, and the municipality. A public informational meeting will be held regarding proposed upgrades.

- c. Final Corridor Plan. After consideration of input from the public and the input received from the bodies stated above, a final draft will be developed and submitted.

- i. The final (and draft) study shall include conceptual engineering plans developed in sufficient detail to establish a geometric framework to guide future improvement projects in the Corridor and to create planning level cost estimates for such improvements. The CONSULTANT shall develop plans at the scale of 1" = 50', unless otherwise noted, inclusive of the local road connections.

- ii. The conceptual engineering plan developed as a part of the corridor study is intended to be used to create one or more projects for incorporation into the 10-year plan.

7. Alternative Development & Evaluation: The CONSULTANT will coordinate with the Department, RPC's, and the municipalities to develop and evaluate alternatives and investigate their consequences to allow the Department to select a proposed action alternative.

- a. Reasonable Alternatives: Subsequent to performing traffic analysis and modeling and

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assessing findings, potential alternatives will be developed to an equal level of detail. Typical sections, lane use, shoulders, slope impact limits (including the need for possible retaining walls), potential right-of-way requirements, utility impacts, traffic control impacts, constructability, construction time frames, environmental impacts, and potential water quality protection measures will be determined for each reasonable alternative.

It is anticipated that different reasonable design alternatives for various locations along the corridor will be developed. The alternatives will be accompanied by conceptual level cost estimates. No detailed quantity back-up will be provided; however high level breakdowns of major items may be required such that alternatives can be compared, how the price was derived should be easily ascertained from the supporting material provided.

- b. Cost Estimates: Conceptual cost estimates will be developed for each of the alternatives. The cost estimates will identify roadway improvements using a cost per lane mile basis. Other items will be estimated on a percentage basis. Right-of-way acquisition costs will be estimated by the CONSULTANT. Engineering and environmental mitigation costs will be estimated on a percentage basis.
- c. Bridge/Structure Alternatives: If any alternatives will impact any bridges the details of the various bridge alternatives will be summarized with pros and cons including costs as part of the alternatives.

8. Traffic Data Collection, Traffic Modeling and Analysis:

As noted above, the CONSULTANT shall gather traffic volume data, including turning movement count data (automobiles, bicycles and pedestrians), as needed coordinating with the DEPARTMENT, the RPC and the municipality to analyze existing and future traffic operations under both no-build and build conditions. The traffic-collection-and-analysis effort shall provide the statistics required for evaluating design concepts. Macroscopic and microscopic evaluations will be undertaken for the alternatives as appropriate. The CONSULTANT will coordinate with NHDOT Bureaus of Highway Design and Traffic regarding traffic modeling guidelines prior to starting any traffic modeling. It is anticipated that programs such as Synchro, Sim Traffic or Sidra may be used.

The CONSULTANT shall develop future traffic volumes. The traffic count data will be collected and gathered and then adjusted to reflect a common time period. Growth rates will be developed after consulting the regional model, regional transportation and land use plans, and historical traffic count data. The CONSULTANT will adjust existing traffic-volume conditions to develop Design Year traffic-volume conditions. These future traffic volumes shall also consider and include available traffic data or traffic impact studies from significant private developments that may impact the corridor, as identified and provided by the RPC and municipal officials.

The CONSULTANT shall evaluate intersection operations: A microsimulation model will be built

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for studied corridors. Capacity and queuing analysis will be conducted for the existing year, no build design year, and build scenarios reflecting unique combination of intersection designs based on Weekday AM and Weekday PM peak hours. The CONSULTANT will be required to produce documentation on how the microscopic model is calibrated. The results of the traffic analyses will be presented in a traffic report that will be submitted to NHDOT for review prior to the engineering report. Traffic analysis will be reported in terms of Level of Service (LOS) based on delay outputs from Synchro and queue data from SimTraffic. The anticipated traffic analysis scenarios include the following:

- Existing Condition
- Design Year (No-Build)
- Each Build Alternative

The CONSULTANT shall perform a bicycle and pedestrian demand estimation. To support use of a broad set of transportation modes, an analysis of the localized bicycle and pedestrian demand will be conducted. This analysis will help identify the more important locations to install bicycle and pedestrian infrastructure to ensure the areas with high potential use are served.

The CONSULTANT shall map bicycle and pedestrian demand. An online map will be incorporated into the public outreach effort to support identification of areas of bicycle and pedestrian demand, identify existing areas of local concern, and engage stakeholders.

Additionally, the following shall apply:

- a. Traffic modeling should include analysis for all evaluation years with major private developments as identified by the Municipal and RPC officials.
- b. The CONSULTANT shall make a recommendation to the DEPARTMENT for the design year, and traffic scenarios to be evaluated.
- c. The CONSULTANT shall use Version 10 of Synchro/SimTraffic for signalized and unsignalized intersections, and either Version 10 of Synchro/Sim Traffic or SIDRA if roundabouts are analyzed.

9. Crash Data Collection & Analysis: The CONSULTANT shall evaluate crash data provided by the DEPARTMENT and the local police department(s) to understand the safety performance within the study area, to determine whether significant safety issues exist in the corridor, and to consider how the alternatives would impact safety. The results of the crash data analysis will be presented in the traffic report that will be submitted to NHDOT for review prior to the engineering report. When appropriate, the American Association of State Highway and Transportation Officials (AASHTO) Highway Safety Manual will be referred to in order to predict the safety performance of the proposed design alternatives.

10. Technical Reports: The CONSULTANT shall prepare technical reports, as necessary, throughout the

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duration of the project to document and summarize relevant technical data.

11. Cost Estimates: conceptual cost estimates for each submission shall be completed and provided with the plan submission. Estimates shall be submitted with a narrative explaining all major cost changes since the previous estimate.
12. Review of studies performed by OTHERS. The CONSULTANT shall be responsible for reviewing corridor studies submitted to, or prepared by, the DEPARTMENT. The review of these shall include all elements that would be included in the creation of a corridor study listed in this AGREEMENT. In addition, the CONSULTANT shall be responsible to create a detailed comment list identifying any issues that need to be addressed with the study or submittal received. Review meetings may also be needed to review the study or the comments.
13. Project Team Meetings: It is assumed that over the course of the project team meetings will be necessary through the duration of the design. These are informal meetings that will take place to discuss a variety of project issues including resource constraints, schedule, design issues, cost issues and impacts of alternatives.
14. Meeting Minutes. The CONSULTANT shall be responsible for the preparation of meeting minutes for all meetings for which they are in attendance.

The CONSULTANT shall be responsible for the preparation of designs including all plans, computations, estimates and documents for the required submissions to the DEPARTMENT, FHWA, and/or any other State or Federal agency that may be required. These plans shall be in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT.

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

Designs shall conform to the current standards, specifications, policies and guidelines enumerated in the Federal Aid Policy Guide, Subchapter G, Part 625, or to 23 Code of Federal Regulations, Part 625 and the DEPARTMENT'S Design Manual, and Standard Plans for Road Construction (2010), except as approved.

All plotting, drafting and calculations performed by the CONSULTANT shall be independently checked by members of the CONSULTANT'S staff other than those who performed the original work. The work of each stage submission (including quantity estimates) shall have been appropriately checked.

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

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E. SCOPE OF WORK (PUBLIC PARTICIPATION)

The CONSULTANT shall support a public participation process that enhances the DEPARTMENT'S "Public Involvement Process for New Hampshire Transportation Improvement Projects". The CONSULTANT shall prepare presentation graphics, handouts and support displays for public participation and posting to the DEPARTMENT's project webpage, and be available to make presentations. Specific tasks include:

1. **Prepare a Public Involvement Plan:** The CONSULTANT will prepare a draft Public Involvement Plan that will provide the steps anticipated to engage public input to aid in determining the needs within the project study area. The public provides first hand experiences, therefore, public outreach meetings must be established in which the public is encouraged to voice their opinions in an organized and effective manner. The plan will include a detailed schedule of activities. The CONSULTANT will meet with the Department to review the plan and after receiving comments, will revise and resubmit the final plan. The plan will be updated on a periodic basis as the project progresses and will be posted to the project website. It is anticipated that the Plan will be similar to those previously developed by the DEPARTMENT and will include:
 - Background and Overview – including: Purpose of Public Involvement Plan, Guiding Principles, Public Involvement to Date, Project Background, Major project Components, Project Description, Project Purpose and Need, and Project Team
 - Project Process – including: NHDOT Project Development Process
 - Project Schedule
 - Communication Methods – including: NHDOT website, email, meetings, and media
2. **Website:** The project website will be created by the DEPARTMENT for dissemination of project information, such as meeting minutes, reports, plans, and schedules. The CONSULTANT shall be responsible for providing the Department with the content of the webpage. The CONSULTANT shall regularly update the webpage content, as appropriate to remain current; this will be forwarded to the NHDOT for posting to the NHDOT project website. It is anticipated that updates to the website will be done on a quarterly basis.
3. **Public Participation Support:** The CONSULTANT shall prepare colored plans and graphics intended to support the DEPARTMENT's efforts for Public Meetings and at internal milestone meetings. The CONSULTANT is responsible for attendance, presentation and preparing of any project meeting notices and meeting notes. The CONSULTANT should anticipate attending and presenting at Public Meetings.
4. **Public Advisory Committee Meetings:** A Public Advisory Committee (PAC) may be organized by the CONSULTANT. Ideally the committee would be limited in members who can identify current corridor issues, safety concerns, and provide perspective on alternative aspects of travel in the study

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area. PAC meetings are anticipated to be held with project stakeholders to review and discuss alternatives and to facilitate local input into important design decisions. The PAC will act in an advisory role only. The CONSULTANT will prepare needed informational handouts and presentation materials, will assist with presentations as needed, and will prepare written meeting summaries for posting to the Project's webpage. The goal of the PAC is to discuss and reach consensus on local desires for the highway improvements. As the development of improvement alternatives proceeds, it will be crucial to work closely with this PAC as well as other appropriate public or private stakeholders to gain consensus on design decisions.

5. Public Officials/Public Informational Meetings:

- a. Public Officials/Public Informational Meetings will be held to involve the public and other interested parties (including any Section 106 Consulting Parties) in the project development process. The first Public Officials Meeting will take place early in the project to discuss the principles of the process (such as Complete Streets) and the reasonable range of design alternatives. For this meeting, the CONSULTANT will prepare colored roll plans of the existing conditions and will highlight the areas of concerns as observed. For subsequent meetings, Public Informational Meetings, will focus on the Proposed Action alternatives. The CONSULTANT will prepare needed informational handouts, graphics, and presentation materials. It is anticipated that the CONSULTANT will produce renderings of potential improvements at specific locations/intersections on the corridor for each meeting. These areas will be determined in consultation with the DEPARTMENT. The CONSULTANT will assist with presentations as needed.
- b. It is anticipated the CONSULTANT will also assist the DEPARTMENT with Local Meetings as needed to brief elected officials (e.g., Town Councils, Selectmen, Planning Boards, Conservation Commissions, RPCs, etc.). The CONSULTANT will assist the DEPARTMENT in the preparation of project material for presentation, will prepare the meeting notes, and will attend these meetings (including Open Houses) to assist with the presentation and to document the proceedings for posting to the Project's webpage.
- c. It is anticipated that the CONSULTANT will also assist in the creation of materials for meeting notifications such as letters, flyers or post cards to inform abutters of the upcoming meetings. Distribution of the materials will be undertaken by the DEPARTMENT.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the CONSULTANT with the appropriate materials (plan, profile, summary and cross-section sheets, etc.), in electronic and/or hardcopy format, as needed to perform the assigned work.

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1. Electronic files in US Customary units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:
 - a. Any available electronic topographical mapping and baseline data within the project area shall be provided along with any pertinent electronic supporting information in the format outlined in the current DEPARTMENT CAD/D Procedures and Requirements (survey field notes, ASCII point file, SDR data files, etc.).
 - b. Electronic drawings in MicroStation format of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D procedures and Requirements.
 - c. Electronic drawings in MicroStation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of the preliminary base plans to the DEPARTMENT for submission to, and use by, the utilities. The CONSULTANT shall be responsible for the incorporation of this utility information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
2. Prints of the following information:
 - a. Any information outlined in Article I.F.1.a. through c. above (electronic information) both existing and proposed, when available, for verification by the CONSULTANT.
 - b. Any additional information not available electronically (e.g., utilities) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
3. Right-of-Way data: The DEPARTMENT will provide the existing condition Right-of-Way for historic projects to a tax map level. This may include legacy alignments, existing right-of-way layout, property lines (to a tax map level), parcel owners, and any other applicable abstracting information in MicroStation format for incorporation into the plans by the CONSULTANT.
4. Plans of prior highway and bridge construction projects within the project limits, as available.
5. Crash data within the study area, as needed.
6. Necessary traffic counts and crash data, as previously collected by the DEPARTMENT. Additional traffic count data as determined will be collected by the CONSULTANT.
7. The location of all existing and proposed utilities through direct contact with the various utility companies. Following the determination by the CONSULTANT of all unavoidable conflicts between existing utilities and the proposed construction, the DEPARTMENT will coordinate the necessary relocation of the conflicting utilities. The CONSULTANT shall be prepared to furnish

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CAD/D files in the current DEPARTMENT format to the DEPARTMENT for use in assisting with the Utility design.

8. Conceptual design and layout of highway lighting (temporary and permanent) if deemed necessary. The CONSULTANT shall be responsible for incorporating the design and layout into the project documents and for recommending adjustments required to avoid conflicts.

G. WORK SCHEDULE AND PROGRESS REPORTS

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

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

As needs develop, the DEPARTMENT will assign specific project work tasks to the CONSULTANT. These tasks will be initiated by a brief written letter that will define the project status, the materials to be supplied by the DEPARTMENT and the scope of work. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope-of-work proposal (including overhead and fee) and a tentative work schedule for each project assigned. The DEPARTMENT will review the proposal, estimate and work schedule and, upon approval, issue a Notice to Proceed letter. A conference call or meeting will be required to turn over each project assignment to the CONSULTANT. Schedules and manpower needs will be monitored and adjusted, if needed, as the work progresses.

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 the specific tasks and assignments.

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 in order to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. The reporting system shall address costs and staff hours broken out by category of work tasks as outlined in the CONSULTANT'S fee proposal and in conformance with the Department's Standardized invoicing. 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. All correspondence shall include the STATE and Federal project numbers as well

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as the project name.

H. SUBMISSION OF REPORTS, PLANS, AND DOCUMENTS

During the prosecution of this AGREEMENT, the CONSULTANT shall prepare and submit to the DEPARTMENT separate submissions as described hereinafter. All work submitted by the CONSULTANT to the DEPARTMENT shall be in US Customary units.

The CONSULTANT will be expected to support their design proposals and any issues resulting from review by the DEPARTMENT or in the public participation phase (including agency coordination), with alternative studies and reasonably itemized cost comparisons for alternate concepts.

The CONSULTANT shall indicate on the plans all traffic assignments at interchanges and intersections together with turning motions. The traffic assignments are to be expressed in terms of Average Daily Traffic (ADT) for both the current and design years and Directional Design Hourly Volumes (DDHV) for the design year.

All plan drawings, including size of sheets, lettering, symbols and scale of said drawings, shall conform to the requirements and standards of the DEPARTMENT. Any and all CAD/D-related work completed during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT. In addition, the CONSULTANT'S final submission shall include hard copy plans, etc. as well as electronic CAD/D or GIS files in accordance with the current DEPARTMENT CAD/D Procedures and Requirements. The CAD/D files shall consist of the base plans with enhancements in MicroStation format, using DEPARTMENT naming conventions, line styles and character styles. The CONSULTANT shall also furnish a coordinate summary of all control points with a corresponding plot of controls and alignments (including all curve data) superimposed over the detail plan.

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

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format acceptable to the DEPARTMENT; throughout the design contract, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. The CONSULTANT shall also provide a hard copy of all proposed alignments (25-foot minimum station interval and curve control points) with associated State plane coordinates (x, y, z).

1. 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.
2. 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.
3. 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/.)
4. Approved action deliverables: The CONSULTANT'S final submission shall include hard copies of plans, as well as electronic CAD/D files. The CAD/D files shall consist of the base plans with enhancements in MicroStation format, using DEPARTMENT naming conventions, line styles and character styles. The CAD/D files shall also contain a proposed 3D top line model, complete out to the slope limits. The horizontal, vertical, and pavement layout shall be complete and in a condition to allow further development toward final design.
5. 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:
 - a. Word Processing: Microsoft Word 2010 or NHDOT compatible version
 - b. Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version
 - c. Databases: Microsoft Access 2003 or NHDOT compatible versionThese 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.
6. 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:
 - a. FTP: Files posted to the DEPARTMENT'S FTP site can be actual size or compressed. Contact the Project Manager for instructions for accessing the FTP site.

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- b. Compact Disc (CD): Files on CD(s) should be actual size, not compressed.
 - c. DVD: Files on DVD(s) should be actual size, not compressed.
 - d. E-mail: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.
7. 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 (*.docx), Microsoft Excel (*.xlsx), etc.) and an electronic version in Adobe Acrobat (*.pdf) file format.
8. Website Information:
- a. Website Content: All NHDOT websites created for this project shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in <https://www.nh.gov/doi/vendor/documents/nh-website-standards.pdf>.
 - b. Website Documents: All documents posted to a website created for this project, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. A checklist for document compliance is provided in <https://www.section508.gov/content/build/create-accessible-documents> (go to second link down under "Checklists").

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation.

I. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional services rendered under this AGREEMENT is January 31, 2026.

ARTICLE II

ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES

A. AGREEMENT GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$1,500,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$1,500,000.00 total amount.)

B. METHOD OF COMPENSATION FOR TASK ORDERS

The method of compensation for Task Orders issued under this agreement will either be a **Cost-Plus-Fixed-Fee** format with method of payment as described in Section C, or a **Lump-Sum** format with method of payment as described in Section D. A **Task Order Fee Summary** will be included in the DEPARTMENT-issued Authorization to Proceed for a Task Order.

C. COST-PLUS-FIXED-FEE FORMAT

1. **Task Order Cost Development** - The negotiated not-to-exceed cost of each cost-plus-fixed-fee format Task Order will be computed as follows:

Labor Costs [hours x average rates* + indirect cost rate x (hours x rates)]
+ Fixed Fee (negotiated amount)
+ Direct Expenses (estimated amount)
+ Subconsultant Costs (estimated amount or lump sum)

= Negotiated Task Order Cost

* The average rates are the Average NHDOT Allowed Rates from the most-current version of the **Salary Rate Table** (see Article I Section C - Staffing).

2. **Task Order Cost Reimbursement** - In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT for each Task Order (except as otherwise herein provided) an amount equal to the sum of the following costs (a)+(b)+(c)+(d)+(e):

- a. Actual salaries* approved by the DEPARTMENT paid to technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT.

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

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- b. Overhead costs applicable to the direct salary costs. The audited indirect cost rate of 173.41%, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT agrees that the indirect cost rate shall be extended at that rate for the duration of the Contract in accordance with 23 CFR 172.11 (b)(1)(vi). An overtime premium of one and one half times the direct labor rate for non-exempt employees working beyond the standard 40 hours per workweek may be allowed for special circumstances when approved by the DEPARTMENT in writing in advance. The overhead portion of non-exempt employees' salary rates shall not be adjusted. Engineers are not eligible for overtime premium rates.
- c. A fixed fee amount based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead costs)] for profit and non-reimbursed costs.
- d. Reimbursement for direct expenses, including work performed by other parties, such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulation (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
- e. Reimbursement for actual cost of subconsultants.

The actual amount payable under each category (a), (b), (d), and (e) will be estimated for each Task Order and shall be changed only upon mutual agreement of the DEPARTMENT and CONSULTANT. The fixed fee (c) shall only change when there has been a significant increase or decrease in the scope of work. The estimated amounts for (a), (b), (d), and (e) and the actual amount for (c) are listed in the Fee Summary section of the Authorization to Proceed for each Task Order.

- 3. **Task Order Limitation of Costs** – The total amount to be paid for any Task Order shall not exceed the sum of the amounts shown in the Task Order Fee Summary limits contained in the Authorization to Proceed Letter. It is expected that the CONSULTANT agrees to use best efforts to perform the work specified in the Task Order Scope of Work and all obligations under this contract within such limiting amount.
- 4. **Task Order Payments** - Monthly payments on account may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the

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DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing.

D. LUMP-SUM FORMAT

Task Order Cost Reimbursement - 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 CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. 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. For a substantial lump-sum Task Order, the DEPARTMENT'S Lump Sum Article II for standalone agreements will be furnished to the CONSULTANT for additional reference information.

E. SUBCONSULTANT SUPPORTING SERVICES

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

Note: Subconsultants can be engaged at any time if needed for a Task Order, whether they were included in the CONSULTANT'S Technical Proposal or not. 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. See Article IV.G – SUBLETTING for subconsultant Professional Liability Insurance information.

F. TASK ORDER AMENDMENTS

If revisions to a Task Order scope of work, and/or the fee summary or completion date included in the Task Order Authorization to Proceed is/are required, it shall be documented in writing by a DEPARTMENT Bureau-level amendment. The amendment will be filed with the Authorization to Proceed in the AGREEMENT.

G. RECORDS, REPORTS, AND FINAL AUDIT

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 final payment is made and all other pending matters are closed, for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies

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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).

For Cost-Plus-Fixed-Fee Task Orders only: All costs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to Final 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 negotiated amount for any Task Order. All Subconsultant costs may also be subject to Final Audit by the STATE and Federal Governments.

Upon completion of services required by this AGREEMENT, the CONSULTANT shall submit a final expenditure report of any unbilled portion of the allowable costs or fixed fee and adjustments, if necessary, for Final Audit of actual costs.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 11 Beacon Street, Suite 1010, Boston, MA.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

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

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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.

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G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, land 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 \$50,000. For subconsultant contracts with no risk; e.g., archaeology, cultural resources, data gathering, traffic counting etc., professional liability insurance shall not be required. Subconsultants completing field exploration for geotechnical, hazardous materials/environmental, and subsurface exploration shall also have pollution liability insurance coverage not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. 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,

ARTICLE IV

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 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

ARTICLE IV

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.

ARTICLE IV

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

ARTICLE IV

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

ARTICLE IV

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

ATTACHMENT A

Special Contract Provisions for COVID-19

The CONSULTANT acknowledges and agrees that this AGREEMENT was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The CONSULTANT agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the CONSULTANT as set forth in Article I of this AGREEMENT, any such disruption, delay, or other impact was foreseeable at the time this AGREEMENT was entered into by the Parties and does not excuse the Contractor's performance under this AGREEMENT. The CONSULTANT agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the STATE and the CONSULTANT may not seek damages against the STATE for any such impacts.

If the CONSULTANT experiences or anticipates any such COVID-19-related impacts to this AGREEMENT, the CONSULTANT shall immediately notify the DEPARTMENT'S Contract Manager. In the event of any COVID-19-related impact or anticipated impact to this AGREEMENT, the Contract Manager shall have the right to temporarily modify, substitute, or decrease the services, without the approval of the Governor and Executive Council, upon giving written notice to the CONSULTANT. The STATE'S right to modify includes, but is not limited to the right to modify service priorities, including how and when services are delivered, and expenditure requirements under this AGREEMENT so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this AGREEMENT. By exercising any of the rights described within this subsection, the STATE does not waive any of its right under this AGREEMENT.

In the event that a modification by the STATE under this subsection would result in a permanent reduction of services that cannot be supplemented during the remaining term of this AGREEMENT with either replacement or substituted services of substantially similar value, the Parties shall submit a formal amendment to this AGREEMENT with a commensurate reduction in the price. This amendment will require the approval of the Governor and Executive Council. In order to facilitate reconciliation of services performed under this AGREEMENT, the CONSULTANT shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the AGREEMENT:

- 1) The services required to be performed under the terms of this AGREEMENT as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

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 Howard Stein Hudson, proposed subconsultant _____, hereby certifies that it has _____, has not X, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has _____, has not X, 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.

Howard Stein Hudson

(Company)

By: Robert Dankese, Jr. Robert M. Dankese, Jr.

CFO

(Title)

Date: December 9, 2021

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.

December 9, 2021

(Date)

Robert M. Doherty, Jr.

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Chief Financial Officer and duly-authorized representative of the firm of Howard Stein Hudson 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 ineligible 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.

December 9, 2021

(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):

December 16, 2021
(Date)



(Signature)

Attachment 5

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Attachment 6

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

Consultant

WITNESS TO THE CONSULTANT

By: Keri Pyke, P.E., PTOE *Keri Pyke*
Principal

Dated: December 9, 2021

CONSULTANT

By: Robert Dankese, Jr. *Robert M. Dankese, Jr.*
Chief Financial Officer
(TITLE)

Dated: December 9, 2021

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Jowalakas

Dated: December 16, 2021

THE STATE OF NEW HAMPSHIRE

By: *PJA*
Director of Project Development
for DOT COMMISSIONER

Dated: December 16, 2021

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: 1/20/2022

By: *Emily C. King*
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____
Secretary of State

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 HOWARD/STEIN-HUDSON ASSOCIATES, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 07, 2021. 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: 887574

Certificate Number: 0005478039



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of December A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY #1

(Corporation)

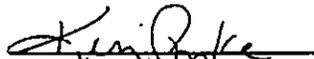
Corporate Resolution

I, Keri Pyke, P.E., PTOE, hereby certify that I am duly elected Clerk/Secretary/Officer of Howard/Stein Hudson Associates, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 9, 2021, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Robert Dankese, Jr., Chief Financial Officer, (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Howard/Stein-Hudson Associates, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: December 9, 2021

ATTEST: 
Keri Pyke, P.E., PTOE
Clerk/Secretary





HOWAASS-01

VSANTOSUOSSO

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
11/16/2021

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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A.C. No. Ext): (617) 328-6555	FAX (A.C. No.): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	
INSURED Howard/Stain-Hudson Associates, Inc 11 Beacon Street, 10th Floor Boston, MA 02108	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company, LTD (XV) A+	NAIC # 11000
	INSURER B: Hartford Accident and Indemnity Company A+ (XV)	22357
	INSURER C: Continental Casualty Company (CNA) A, XV	20443
	INSURER D:	
	INSURER E:	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		08SBWIM4553	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		08SBWIM4553	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		08SBWIM4553	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WEGCR0906	10/15/2021	10/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			AEH113846846	10/15/2021	10/15/2022	Per Claim \$ 5,000,000
C				AEH113846846	10/15/2021	10/15/2022	Aggregate \$ 5,000,000

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

Re: HSH Project # 2020049.00 NHSDOT Project: 43037 Statewide Corridor Study Program

State of New Hampshire shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract. A 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions. The Professional Liability deductible is \$35,000.

CERTIFICATE HOLDER State of New Hampshire, New Hampshire Department of Transportation Attn: Bill Oldenburg - Asst. Dir. of Project Development 7 Hazen Drive PO Box 483 Concord, NH 03301	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 <i>Jared Maxwell</i>
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HOWARD STEIN HUDSON

December 2, 2021

Phyllis C. Jouvelakas, Contracts Program Specialist I
NH Department of Transportation
Bureau of Finance & Contracts
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483

Re: Auto Insurance-No Company Vehicles

Dear Ms. Jouvelakas:

This is to inform your company that Howard/Stein-Hudson Associates, Inc. does not own any Company Vehicles. Should HSH in the future purchase any vehicles while working on this project HSH will obtain automobile liability coverage and submit proof of coverage to New Hampshire Department of Transportation immediately.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Robert M. Dankese, Jr.".

Robert M. Dankese, Jr.
Principal, Chief Financial Officer