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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
October 17, 2012

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

REQUESTED ACTION

Authorize the Department of Transportation to amend PO #4000451 with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, for the final design for the replacement or removal of six (6) red list bridges over the US Rte. 1 Bypass in the City of Portsmouth, by increasing the total amount payable by $166,241.51 (from $2,244,746.28 to $2,410,987.79) for additional design services that were not anticipated in the original Agreement, effective upon Governor and Council approval through the contract's current completion date of December 31, 2013. 100% Federal Funds.

Funding is available as follows:

	FY 2013
04-96-96-963015-3054	
Consolidated Federal Aid	
046-500463 Eng Consultants Non-Benefit	$166,241.51

EXPLANATION

On March 24, 2010, the Governor and Council authorized the subject engineering consulting services Agreement (Item No. 123; copy attached) in the amount of $2,244,746.28, for the preparation of the final design, contract plans, specifications, special provisions, estimates of quantities and costs, and right-of-way plans for the US Route 1 Bypass in Portsmouth, NH. Five structurally deficient bridges (Maplewood Ave., Stark St., Woodbury Ave., Islington St., and Middle Road) over the US Route 1 Bypass will be replaced with new bridges along with associated highway approach work. The existing Route 1 southbound bridge over the Route 1 Bypass will be removed and replaced with an at-grade signalized intersection. In addition to the roadway design, the work will include traffic signal timing/coordination for six signalized intersections. The environmental services include archaeological surveys at sensitive locations and historic property documentation, including each bridge. Multiple construction contracts are planned. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Portsmouth 13455).

This proposed amendment to the Agreement is for additional highway design, bridge design, and environmental services associated with additional work efforts and out-of-scope design services. Wetland permits were not included in the original scope of work. The wetland permit required for the 13455A contract has a complex outlet design that impacts the salt water marsh requiring extensive design and coordination with DES. The design of two additional retaining walls are required to minimize property impacts on the 13455C contract. Temporary signals are required due to the proposed lane shifts during construction at three intersections: US Route 1 at Greenleaf Woods Drive, US Route 1 at US Route 1 Bypass and at US Route 1 Bypass and Greenleaf Avenue. The design and

V3

layout of two overhead sign structures are required for the 13455A contract. Additional design is required due to the extension of the work along the Bypass, Middle Road, Islington Street and Stark Street.

McFarland-Johnson, Inc. has agreed to furnish the additional services for $166,241.51. This amendment will increase the total amount payable under this Agreement from $2,244,746.28 to $2,410,987.79. The increase in fee as proposed is commensurate with the revised scope of work and the corresponding additional engineering and technical services to be furnished.

This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

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

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,

Christopher D. Clement, Sr.
Commissioner

Attachments:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2011

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

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

PRODUCER
Robert J. Hanafin, Inc.
204 Washington Ave.
P. O. Box 509
Endicott NY 13760

CONTACT NAME: Renee Davidson
PHONE (A/C, No, Ext): (607) 754-3500 FAX (A/C, No): (607) 754-9797
E-MAIL ADDRESS: renee@rjhanafininc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Trumbull Insurance Company	27120
INSURER B: Hartford Fire Insurance Compan	19682
INSURER C: Hartford Casualty Insurance Co	29424
INSURER D: Hartford	100
INSURER E:	
INSURER F:	

INSURED
McFarland Johnson, Inc.
49 Court Street
PO Box 1980
Binghamton NY 13902-1980

COVERAGES CERTIFICATE NUMBER: 12-13 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		01SBAAQ4699 (VT,MA) 01SBAAQ4702 (NY) 01SBAAQ4704 (CT,NH,PA)	1/1/2012	1/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			01UECGF9204	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			01XHUWZ3498	1/1/2012	1/1/2013	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01WBCPT5691	1/1/2012	1/1/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Portsmouth 13455, STP-X-5379(025). US Route 1 Bypass, (Part B), MJ Project No. 17402.00
New Hampshire Department of Transportation shall be named as additional insured on the general liability policy.

CERTIFICATE HOLDER

New Hampshire Department Transportation
P.O. Box 483
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debbie Blanchard/LORI Deborah K Blanchard

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 06/14/2012

PRODUCER 1-201-262-1200
Fenner & Esler Agency, Inc.
PO Box 60
Oradell, NJ 07649

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
McFarland-Johnson, Inc.
att: Frank J. Greco
49 Court Street, Metrocenter
PO Box 1980
Binghamton, NY 13902-1980

INSURERS AFFORDING COVERAGE

INSURER A: Atlantic Specialty Insurance
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR / CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
A	OTHER Professional Liability	DPL-1555-12 FULL PRIOR ACTS	06/15/12	06/15/13	Per Claim	$ 5,000,000
					Annual Aggregate	$ 5,000,000
					Deductible per clm	$ 50,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Portsmouth 13455, STP-X-5379(025), US Route 1 Bypass, MJ Project No. 17402.00
Bow-Concord, 13742A, Meredith 10430, STP-F-X-0241(014)
Deductible: $50,000

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

New Hampshire Department of Transportation

P. O. Box 483
7 Hazen Drive
Concord, NH 03302-0483
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

PORTSMOUTH
STP-X-5379(025)
13455 (PART B)
(Agreement Dated February 17, 2010
PO #4000451)

Bureau of Highway Design
Room 200 (CMF)
Tel. (603) 271-2230
Fax (603) 271-7025

October 17, 2012

Mr. Michael D. Long, P.E.
McFarland-Johnson, Inc.
53 Regional Drive
Concord, NH 03301

Dear Mr. Long:

This letter amends Article II, Section A (General Fee) in the above-referenced Agreement by increasing the total lump-sum fee payable under the Agreement by $166,241.51 as payment for additional design services by McFarland-Johnson, Inc. associated with wetland permit applications and additional retaining wall designs, as described in detail in the supplemental Scopes of Services included in the fee increase request letters from McFarland-Johnson, Inc. to the Department dated August 26, 2011, May 16, 2012, June 8, 2012, and August 14, 2012.

The following summarizes the fee increase by this amendment:

McFarland-Johnson, Inc.

Fee increases by $166,241.51, from $2,102,472.08 to $2,268,713.59.

Subconsultants

CLD Consulting Engineers, Inc. - remains unchanged at $67,587.74

Preservation Company - remains unchanged at $39,599.47

Independent Archaeological Consulting, LLC - remains unchanged at $14,136.44

Resource Systems Group, Inc. - remains unchanged at $20,950.55

The above additional work revises the total lump-sum fee payable under this Agreement, which increases from $2,244,746.28 to $2,410,987.79 by this amendment.

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

Sincerely,

Alexander V. Vogt, P.E.
Project Manager

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

We concur in the above Amendment.

MCFARLAND-JOHNSON, INC.

By: _____
James M. Festa
Title: Senior Vice President/COO

s:\(towns)\portsmouth\13455\letters\mji 10-17-12 al.doe

AGREEMENT AMENDMENT

PORTSMOUTH, STP-X-5379(025), 13455

MCFARLAND-JOHNSON, INC.

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

Consultant

WITNESS TO THE CONSULTANT

By: Linda M. Monahan

Linda M. Monahan

Administrative Assistant

Dated: 10/22/12

CONSULTANT

By: _____

James M. Festa

Senior Vice President/COO (Title)

Dated: 10/22/12

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Drouin

Dated: 10/24/12

THE STATE OF NEW HAMPSHIRE

By: _____

William J. Cass, P.E.
Director of Project Development
NHDOT

DOT COMMISSIONER

Dated: 10/24/12

Attorney General

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

Dated: 11/13/12

By: _____

Assistant Attorney General
David M. Hilts

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State

CERTIFICATE OF SECRETARY
OF
McFARLAND-JOHNSON, INC.
ATTESTING TO THE ADOPTION OF BOARD RESOLUTION

I, Frank J. Greco, Secretary of McFarland-Johnson, Inc., certify that on March 7, 2012, at a Meeting of the Board of Directors of McFarland-Johnson, Inc., the Directors, acting unanimously, adopted the following resolution:

RESOLVED, that the following elected Officers and employees of the Corporation are authorized to sign contracts in the name of, and on behalf of, the Corporation, in accordance with corporate policies and rules:

Name		Office
Richard J. Brauer	-	President/CEO – Engineering
James M. Festa	-	Sr. Vice President/COO/Chief Engineer/ Binghamton Regional Office Manager
Frank J. Greco	-	Sr. Vice President/CFO/Secretary/Treasurer
Chad G. Nixon	-	Sr. Vice President/BDO
Robert W. Lambert	-	Vice President
Frederick D. Mock	-	Vice President
Michael D. Long	-	Concord Regional Office Manager

I certify that as a result of the action of the Board of Directors, James M. Festa, Sr. Vice President/COO/Chief Engineer/Binghamton Regional Office Manager of McFarland-Johnson, Inc., is fully authorized to enter into contracts, including Portsmouth STP-X-5379 (025) 13455 (Part B), in the name of and on behalf of the Corporation for the rendering of services by the Corporation.

Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO
this 22nd day of October, 2012

Notary Public

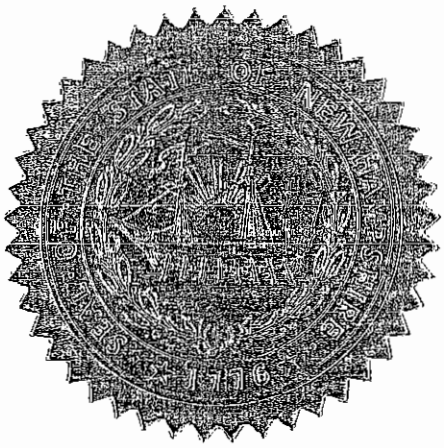
LINDA M. MONAHAN
Notary Public, State of New York
No. 4968747
Residing in Broome County
My commission expires 7/3/14

L:[LOO/MISC/FJG]002

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 MCFARLAND-JOHNSON, INC., a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on February 14, 1969. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of September, A.D. 2012

William M. Gardner
Secretary of State

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Portsmouth 13455
STP-X-5379(025)
US Route 1 Bypass
(Part B)

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 17th day of February in the year 2010 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 McFarland-Johnson Inc., with principal place of business at 53 Regional Drive, Concord, NH, in the City of Concord, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes, through the services of the CONSULTANT, to reconstruct certain bridges and a section of a highway in the City of Portsmouth that are part of the US Route 1 Bypass, said final design and construction services involving the following bridges/highways, as generally described below:

1. Remove Bridge No. 173/071 – US Route 1 SB over US Route 1 Bypass and replace it with an at-grade signalized intersection.
2. Replace Bridge No. 183/087 – Middle Road (NH Route 33) over US Route 1 Bypass
3. Replace Bridge No. 188/097 – Islington Street over US Route 1 Bypass
4. Replace Bridge No. 205/116 – Woodbury Avenue over US Route 1 Bypass
5. Replace Bridge No. 211/114 – Stark Street over US Route 1 Bypass
6. Replace Bridge No. 227/112 – Maplewood Avenue over US Route 1 Bypass

The DEPARTMENT intends to have prepared for said project final design, contract plans, specifications, special provisions, estimates of quantities and costs, and right-of-way plans. These services are outlined in the CONSULTANT'S Detailed Scope of Services and Summary of Fees, dated February 2, 2010, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render 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. LOCATION AND DESCRIPTION OF PROJECT

The work includes the reconfiguration and signalization of the US Route 1 Bypass and US Route 1 intersection with the removal of the US Rte 1 Bridge over Bypass Rte 1. This will require horizontal and vertical alignment modifications to approximately 2000 feet of US Route 1 between Greenleaf Avenue and Greenleaf Woods Drive, approximately 800 feet along Lafayette Road and approximately 200 feet along Ledgewood Drive. In addition to the roadway design, the work will include traffic signal timings and coordination will need to be modified at Greenleaf Avenue, the proposed US Rte 1 and Bypass Rte 1 intersection, Greenleaf Woods Drive, Mirona Road, Peverly Hill/Elwyn Road, and Wilson Road.

The project also involves the following bridge replacements:

Replace Bridge No. 183/087 – Middle Road (NH Route 33) over US Route 1 Bypass - Roadway work in support of the bridge construction will include reconstruction of approximately 600 feet of approach work along Middle Road including ties to existing driveways and adjacent sidewalk construction.

Replace Bridge No. 188/097 – Islington Street over US Route 1 Bypass - Roadway work in support of the bridge construction will include reconstruction of approximately 800 feet of approach work along Islington Street including ties to existing driveways and adjacent sidewalk construction.

Replace Bridge No. 205/116 – Woodbury Avenue over US Route 1 Bypass - Roadway work in support of the bridge construction will include reconstruction of approximately 400 feet of approach work along Woodbury Avenue including ties to existing driveways and adjacent sidewalk construction.

Replace Bridge No. 211/114 – Stark Street over US Route 1 Bypass - Roadway work in support of the bridge construction will include reconstruction of approximately 400 feet of approach work along Stark Street including ties to existing driveways and adjacent sidewalk construction.

Replace Bridge No. 227/112 – Maplewood Avenue over US Route 1 Bypass – Roadway work in support of the bridge construction will include reconstruction of approximately 600 feet of approach work along Maplewood Avenue including ties to existing driveways and adjacent sidewalk construction.

B. SCOPE OF WORK – (GENERAL)

The scope of the work involves the final design and preparation of contract plans, specifications, and estimates for the bridge removal and intersection construction, and for the remaining five bridge replacements and approach work, as described above and approved as a result of the Public Hearing and documented in the Final Environmental Document.

ARTICLE I

The CONSULTANT will be required to study the bridge and roadway elements for the final design of each bridge site being reconstructed as part of this project. Modifications to the existing drainage may be required including, but not necessarily limited to, pipe extension or replacement, drainage structure repair or replacement, and/or new drainage systems, as necessary to correct existing drainage problems or those required due to bridge/roadway widening or change in grade. Outlet easements and potential drainage treatment locations shall be identified by the CONSULTANT and included as part of the Right-of-Way Plans.

The CONSULTANT shall be responsible for identifying all controls and using them to develop alternatives to determine the best possible solution at each bridge site. Some of the issues anticipated to affect the design are the proximity to buildings, driveways, adjacent businesses, environmental concerns, and the need to adequately maintain traffic at all times throughout the construction at each bridge site. For the bridge removal and intersection construction, the project area shall determine, but not be limited to, the number and configuration of all traffic lanes, shoulders, sidewalks, drainage facilities, traffic signals, utilities, and associated improvements to the roadway system. For the bridge replacements, the study of the project area shall determine, but not be limited to, bridge type, size, and location, and associated improvements to the roadway approaches.

The CONSULTANT shall develop the traffie assignments for opening and future design year, including, but not limited to, the average daily traffic (ADT) volumes, the directional design hourly volumes (DDHV), and the AM/PM and weekend peak hour volumes. The CONSULTANT shall obtain the existing peak hour traffic field counts at the intersections requiring traffic analyses. The CONSULTANT shall estimate future traffic assignments utilizing the Seacoast Region Traffic Demand Model. The CONSULTANT shall be responsible for the development of signal and signal coordination design and plans for the opening-year peak-hour volumes, including, but not limited to, the method and means for the interconnects between concurrent signals along US Route 1 Bypass intersection with US Route 1, US Route 1 Bypass intersection with Greenleaf Avenue, US Route 1 intersection with Greenleaf Woods Drive, US Route 1 intersection with Mirona Road, US Route 1 intersection with Peverly Hill Road, US Route 1 intersection with Wilson Road, Lafayette Road intersection with Ledgewood Drive, and Lafayette Road intersection with Greenleaf Avenue intersections. Designs shall consider the ultimate typical section for US Rte 1 Bypass upgrade, temporary and permanent erosion-control measures, traffic control measures, utility coordination, drainage, treatments to minimize environmental impacts, barriers for sight and sound relief, highway signage, lighting, and highway and wetland landscaping.

The development of the contract plans shall be accomplished to allow for up to four separate phased construction contracts to be administered by the DEPARTMENT. The CONSULTANT shall be aware

of possible private development mitigation improvements along US Rte 1 and shall provide input on the impacts for the off-site mitigation associated with the subject private development. The CONSULTANT shall also incorporate improvements necessitated by development that may take place on properties adjacent to the highways.

The CONSULTANT shall be responsible for, but not limited to, identifying and detailing any environmental impacts, right-of-way impacts, and utility impacts due to the design, and due to traffic control during construction.

The CONSULTANT shall prepare the final design and contract plans, specifications, and estimates for the development of water quality requirements and planting treatments. The CONSULTANT shall tabulate the wetland impacts for each construction project. Coordination will be required between the DEPARTMENT and the STATE and FEDERAL Natural Resource Agencies.

All measurements provided on both hard copy and electronic files shall be in customary US units. 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 accordance with the DEPARTMENT's CAD/D Procedures and Requirements, latest edition.

Coordination will be required between the DEPARTMENT and the City of Portsmouth. The CONSULTANT shall be prepared to support such efforts as required. Responsibilities of the CONSULTANT shall include attending meetings when requested, preparing minutes reflecting meeting content and commitments, and preparing illustrative plans/exhibits for meetings, as directed by the DEPARTMENT.

The DEPARTMENT has processed the project through the public hearing stage, and the preliminary horizontal and vertical alignments prepared will be used as a basis for developing the final horizontal and vertical alignments for the final plans. The recently completed US Route 1 Bypass Corridor Study shall be used as a basis for determining the proposed configurations for bridge geometry details and roadway layouts and profiles.

C. SCOPE OF WORK (GEOTECHNICAL)

The DEPARTMENT will provide the geotechnical investigation for the project. The CONSULTANT shall identify geotechnical capabilities to be implemented on an as-needed basis through supplemental contract adjustments.

D. SCOPE OF WORK (ENVIRONMENTAL)

The design of the permanent erosion control and water-quality features and any monitoring of the groundwater table prior to and during the design of the project shall be the responsibility of the

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CONSULTANT. Monitoring wells may be required, with the DEPARTMENT responsible for the drilling of the wells. The CONSULTANT shall be expected to monitor the wells and incorporate the data in the design. Temporary erosion control for the project shall be designed by others during construction of the project; however, this issue shall be addressed during final design should it affect the design, the area required and the construction of the project. Permanent erosion and sedimentation control and water-quality features shall be shown at the Slope and Drainage Plans submission with design backup calculations complete. Conceptual erosion and sedimentation control and water-quality plans shall be part of the Preliminary Plans - Roadway submission. The CONSULTANT shall furnish conceptual design calculations with Q2, Q10, Q25, Q50 flows and first-flush volumes, as appropriate. Site locations, estimated areas and design elevations shall be proposed in detail sufficient enough to complete geotechnical investigations of each site. The CONSULTANT'S plans shall include all commitments made in the environmental documents to the extent practicable.

The CONSULTANT shall prepare NH State Historic Property Documentation based on HAER standards for the Route 1 Bypass Historic District in New Hampshire, not including the Sarah Mildred Long Bridge. The NH Historic Property Documentation will be in the form of an overview document with text taken primarily from the existing Area Form, expanded with the additional research to amplify the comparables to better establish the design of the Bypass in national context. Two bridges will be selected as the best examples of their type and will be studied individually as sub-documents to the umbrella form. A bridge historian will complete the detailed descriptions of the two bridges.

Visual documentation will include HAER quality large-format photographs of sites along the length of the Bypass. Two bridges will be documented in depth, and all bridges will be photographed. Historic plans of the Bypass will be photographed and added to the photo documentation. Five contact prints each of the series of approximately fifty large-format photographs and negatives will be labeled according to HAER standards. The CONSULTANT shall provide (directly) to the DEPARTMENT two copies of the bridge documentation with xeroxed photographs and marker text for review prior to the production of final copies. The work tasks will also include the preparation of text concerning the significance and history of the bypass for a double-sided State Historic Marker.

The CONSULTANT shall perform the following archaeological scope covering the full range of tasks associated with Phase IB and - where appropriate - additional combined Phase IA/IB archaeological investigation at six bridge crossings along the Portsmouth Route 1 Bypass in Portsmouth, NH. The six areas of archaeological sensitivity were identified during the Phase IA study (VBI 2006). Design changes and refinements may require additional archaeological sensitivity assessment (Phase IA) of small areas adjacent to those already identified. Where necessary, these areas will undergo Phase IB testing concurrently with Phase IA assessments. The CONSULTANT shall conduct subsurface testing at five of the six areas identified during the 2006 Phase IA study to confirm whether intact deposits exist. This sampling will entail approximately 40 shovel test pits (STPs) in areas

identified as archaeologically sensitive and which fall within the Area of Potential Effect (APE). Additional archival research will be conducted for Area 4 (along Woodbury Avenue) to learn more about the human burials reportedly exhumed and reburied during construction of the Bypass in 1939-40. The exact location of these exhumations has not been apparent, prompting the need for a more extensive literature and oral history discussions with local informants. If the location is pinpointed and falls within 25 feet of the APE, mechanical testing in addition to STPs may be necessary to verify the location and confirm the absence or presence of additional burials. No removal of human remains will be done during the Phase IB investigation. The above testing may entail additional research to inform the findings in addition to the research concerning the burials. The Phase IA/IB report will be submitted promptly after testing.

The CONSULTANT shall update the DEPARTMENT on the progress of cultural resources work by email at the first of the month every other month. The CONSULTANT shall update the DEPARTMENT'S RASCAL and CREEP databases and present any findings to the DEPARTMENT.

C. SCOPE OF WORK (FINAL DESIGN)

The scope of work proposed by this AGREEMENT includes:

1. Development of base plans drafted by the CONSULTANT using updated ground survey provided by the DEPARTMENT. The CONSULTANT shall develop plans at the scale of 1" = 20', unless otherwise noted, inclusive of the local-road connections. Additionally, the CONSULTANT shall be prepared to produce intersection grading plans at a scale of 1" = 20' where necessary or as appropriate. The CONSULTANT shall be responsible for the incorporation of environmental resource mapping, utility information, right-of-way and property-line information, etc. All of these are provided by the DEPARTMENT or as noted elsewhere in this document. **Note:** In the event that any of the electronic file information from the Part A Preliminary Design for this project needs to be incorporated into the final design plans, the CONSULTANT shall be responsible for the **conversion of the existing metric files to English units** in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
2. Refinement of the alignment, grades, and intersections of the proposed roadway(s) as shown on the preliminary conceptual designs furnished by the DEPARTMENT.
3. The preparation of complete designs, including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates, and documents for the required submissions to the DEPARTMENT, the Federal Highway Administration and/or any other STATE or Federal agency that may be required.
4. Design and preparation of contract plans for construction of the roadway, structures, traffic control plans, construction phasing plans, layout and design of overhead sign structures (conceptual design of foundations for purposes of developing quantities with final design based on shop drawings provided by the Contractor), drainage facilities (including Best Management

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Practices for permanent erosion- and sedimentation-control and water-quality features), temporary and permanent traffic signals (including phasing, conduit, signal coordination, foundations, and other signalization issues), landscaping plans and appurtenances, in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT. The plans shall include all commitments made in the environmental documents to the extent practicable.

5. Design of all permanent guide, warning and regulatory signs and permanent construction signing into the contract plans, including the quantity summary sheets. All signing on the plans shall be closely coordinated with the location of guardrail installations, slopes, utility locations (including street lights and underground utilities) and drainage-system locations to avoid conflicts and to determine which support system will be required to install the signs. The CONSULTANT will be responsible to identify all conflicts and to make necessary adjustments to highway signing. The CONSULTANT shall update the existing sign(s) from previous contracts within overlapping sections.
6. The CONSULTANT shall develop the initial conceptual Traffic Control Plan and construction phasing. The DEPARTMENT will assist the CONSULTANT in the final design of the Traffic Control Plans as it relates to complications with concurrent work, utilities and closures. The CONSULTANT shall complete the final design and the associated quantity calculations.
7. The design of all permanent guide, warning and regulatory signs, including, but not limited to, the layout, sign size, text, item numbers, item descriptions, approximate location and quantities in the DEPARTMENT'S current format. The CONSULTANT shall be responsible for the incorporation of these signs into the contract plan(s) (including the quantity summary sheets) and the final design of overhead bridge mounted sign structures.
8. The pavement-marking description, layout, item numbers and item descriptions will be designed by the CONSULTANT for inclusion into the plan set(s). The CONSULTANT shall be responsible for providing the DEPARTMENT with prints and, possibly, electronic CAD/D files, in the DEPARTMENT'S current format, of the pavement layout for the development of the pavement markings. The CONSULTANT shall be responsible for quantities and the development of appropriate summary tables within the plan sets.
9. Design and incorporation into the contract plans (including the quantity summary sheets) of all temporary guide and regulatory signs and permanent construction signing required for use with detours or construction staging. These signs and locations, including identifying the location of overhead sign structures, shall be shown on the Traffic Control Plans. The CONSULTANT shall be responsible for the design of all necessary overhead sign mounted to the bridges.

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10. Design and incorporation of signal coordination designs for the opening year, peak-hour(s) volumes, as well as, developing plans and specification showing the method and means of interconnect between adjacent signals, as appropriate.
11. Design of all supporting members for utilities that traverse any bridge structure including ITS conduit as may be required.
12. Incorporation of utility relocations, as designed by others, into the contract plans. Municipal utility relocations (e.g., sewer and/or water) as provided by the DEPARTMENT shall be included, as necessary, into the contract plans, summary sheets, and estimate. Municipal utility relocation items, as incorporated into the contract plans, shall be kept separate from the highway and/or bridge items in the estimates submitted. The unit item numbers and unit prices to be used for the utility relocations shall be provided by the DEPARTMENT.

The engineering design shall take into consideration all factors affecting the cost of the construction, such as foundation problems, earthwork quantities, erosion and sedimentation control, water-quality-treatment issues, construction phasing and complexity, utilities affected, environmental, construction materials, etc. During all phases of design, the CONSULTANT shall make a continuous effort to identify and minimize impacts on existing and proposed utilities.

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

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

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

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

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

DEPARTMENT will process additional survey requests to the extent necessary to ensure continuity between new and current detail model files. The CONSULTANT will be given these files and shall be responsible for the incorporation of these files into the current detail base plans and digital terrain models (DTMs). The incorporation of additional survey information shall include all drafting, labeling, detailing, and field-checking of the detail of all survey requests.

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

All plotting, drafting, and calculations performed by the CONSULTANT shall be independently checked by members of the CONSULTANT'S staff other than those who performed the original work. The work of each stage submission (including quantity estimates) shall have been appropriately checked. The PS&E submission and final mylars shall have had complete final and "three-way" checking.

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

The CONSULTANT'S Licensed Professional Engineer stamp for the State of New Hampshire shall appear on the construction plans, reports and any other documents 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.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in English units (except as noted) of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements, for incorporation into the plans by the CONSULTANT. **Note:** All of the Part A Preliminary Design electronic files and hard copy plans, including the Engineering Base Plan and the Hearing Plan, are in metric units.
   (a) All existing survey and baseline data on disk or tape, and all notes and note reductions in the format outlined in the DEPARTMENT'S CAD/D Procedures and Requirements. An electronic ground model will be provided, if available, along with all existing information that can be used to create a model (ASCII point file, SDR data files, etc.).
   (b) Electronic survey-data-file notes (meaning an unprocessed, survey-data dump) of all additional surveys requested by any party during the design process. The CONSULTANT

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

(c) Electronic preliminary horizontal and vertical alignments for the project limits as envisioned. This data will be in MX format and coordinate (x, y, z) data (ASCII) format, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.

(d) Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the ground-terrain model and plans shall be the responsibility of the CONSULTANT.

(e) Electronic drawings in Microstation format, along with reproducible sheets, of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.

(f) Electronic drawings in Microstation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of preliminary base plans to the DEPARTMENT for use by the utilities. The CONSULTANT shall be responsible for the incorporation and manipulation of this information (either in paper or electronic format) into the plans, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.

(g) Prints of any information outlined in Article I.F.1.a. thru f. above, both existing and proposed, when available, for verification by the CONSULTANT.

2. Prints of the following information:

(a) Any additional information (e.g., abstracting, utilities, etc.) for the CONSULTANT to incorporate into the plans, in accordanee with the DEPARTMENT'S CAD/D Procedures and Requirements.

(b) Available critical cross-sections 30 meters (100 feet) left and right of the existing baseline or within the current limits of ground data. The CONSULTANT shall be responsible for any remaining coverage necessary.

3. Reproducible sheets of roadway typical cross-sections and other available detail sheets for inclusion in the contract plans.

4. Roll-plan print(s) of the project details and profiles of existing ground at the survey line at a scale of 1" = 50'.

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5. Prints and data-exchange files of existing conditions not previously provided to the CONSULTANT. Reduction and incorporation of this material shall be the responsibility of the CONSULTANT.
6. Right-of-way data, property lines, legacy alignments and parcel owners in Micro Station format to be incorporated by the CONSULTANT into the plans.
7. All required permits. The CONSULTANT shall be responsible for plans and computations for impacted areas. These plans shall provide all necessary data, area hatching (according to DEPARTMENT standards) and detail so that these plans can be forwarded to the respective regulatory agencies as appropriate attachments for the permit applications.
8. Standard Specifications for Road and Bridge Construction, Standard Plans for Road and Bridge Construction, plus any applicable supplemental specifications and special provisions that the DEPARTMENT has available.
9. Written notification to owners of property within project limits, which will be affected by geotechnical investigations, using list of property owners and addresses provided by the CONSULTANT. Horizontal and vertical control for bridge borings and survey control for the Consultant to locate all other borings and test-pit locations. (If it is determined that the DEPARTMENT will perform the geotechnical investigations, the DEPARTMENT will furnish all geotechnical investigations and recommendations.)
10. The location of all existing utilities through direct contact with the various utility companies. Following the determination by the CONSULTANT of all unavoidable conflicts between existing utilities and the proposed construction, the DEPARTMENT will coordinate the necessary relocation of the conflicting utilities. The CONSULTANT shall be prepared to furnish CAD/D files in the current DEPARTMENT format to the DEPARTMENT for use in assisting the utilities' design.
11. A list of permanent construction signs and warning devices reflecting the general construction.
12. 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.
13. Sketches, layouts and items for landscaping within the project. The CONSULTANT shall be responsible for incorporating this material into the plans and project documents.
14. Any updates of the DEPARTMENT-supplied CAD/D information will be released to the CONSULTANT throughout the duration of the AGREEMENT, as appropriate. The DEPARTMENT shall be held harmless from any and all loss, damage, expense or liability whatsoever resulting from the use of these programs and macros or translated information. The

DEPARTMENT may supply the documentation for use with these programs and macros but shall not be responsible for any training in their use.

G. WORK SCHEDULE AND PROGRESS REPORTS

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

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

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the Project Manager, giving the percentage of completion of the work required by this AGREEMENT. Separate progress reports for bridge design(s) shall be required. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month. All correspondence shall include the STATE and Federal project numbers as well as the municipality's name.

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.

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

All plan drawings, including size of sheets, lettering, symbols, and scale of said drawings, shall conform to the requirements and standards of the DEPARTMENT. Any and all CAD/D-related work completed during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT. Final construction plans and final right-of-way plans shall be submitted in waterproof ink on permanent, archival-quality, double-matte, polyester-base film (.004 in. thick) or silver-halide emulsion ("wash-off") reproduction on polyester-base film (.004 in. thick). Cross-section sheets shall be

submitted on quality paper prints. Construction and right-of-way plans shall be submitted on 22 in. x 34 in. sheets.

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

1. **ROADWAY DESIGN SUBMISSIONS**

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

a. Pre-Preliminary Plans – Roadway

This submission, made by the CONSULTANT, shall cover work through the 15 - 20% completion stage. The submission shall consist of the newly created base plan (with all pertinent existing ground detail, utilities, environmental resources, existing right-of-way and boundary lines, etc. shown) overlaid with the conceptual alignments, horizontal layouts, and profiles developed through, and in response to, the Public Hearing and environmental process. During this stage, several "working sessions" (short, conceptual presentations by the CONSULTANT to the DEPARTMENT on work to date, with feedback on direction coming from the DEPARTMENT) are anticipated with the DEPARTMENT. The submission shall include the following:

1) Information on the alternative solutions proposed by the CONSULTANT. Each respective alternative shall be dimensioned to delineate travel-lane widths and various

geometric features and include the average daily traffic (ADT) for both the opening year and design years and the directional design hourly volumes (DDHV) for the design year.

2) Preliminary level-of-service calculations shall be performed at the six intersections requiring signal coordination.
3) Conceptual traffic control plan for each alternative solution.
4) Study profiles with original-ground information and proposed grade lines.
5) Critical cross-sections containing original-ground cross-sections with the top line of template showing finished grades and any other information deemed necessary by the DEPARTMENT to assess the respective alternatives' impact on adjacent properties to support the respective alternatives.
6) "Study" estimates as appropriate and relevant for use in evaluating the various alternatives.
7) A narrative shall be furnished describing each alternative design solution's advantages and disadvantages. The CONSULTANT shall make a recommendation with qualifying statements justifying the preferred alternative. The CONSULTANT will be expected to support their design proposal in any issues resulting from review by the DEPARTMENT and Federal agencies with alternate studies and reasonably itemized study cost comparisons for alternatives.

The DEPARTMENT will review this submission (two sets of roll prints) and any revisions requested shall be made by the CONSULTANT. At this time, the DEPARTMENT will select the alternative for further development.

b. Preliminary Plans - Roadway

Based on a complete review of the material furnished by the DEPARTMENT and developed and/or supplemented by the CONSULTANT, particularly in regard to the proposed design criteria, predicted traffic, preliminary soil data, expected Best Management Practices for erosion- and sedimentation-control and water-quality issues, conceptual traffic control and topography of the project area, the CONSULTANT shall prepare and submit to the DEPARTMENT five sets of roll plans (paper prints 8 ft. to 10 ft. in length) (cross-sections and other applicable plan sheets may be submitted on cut sheets) showing:

1) The recommended horizontal and vertical alignment of all necessary roadway construction, including local roads.
2) All roadway cross-sections (50-foot intervals, except at 25-foot intervals in known ledge areas) and drive cross-sections which shall be plotted with the top line of the template of the proposed roadway cross-sections shown. The CONSULTANT shall recognize that,

typically, geotechnical information is not available at this time and, therefore, this submission may need to be re-cut and reordered for subsequent submissions when soils/ledge information is made available. Plans addressing significant modifications to private parking areas and accesses shall be developed and used to coordinate with property owners early in the process.

3) Proposed intersection plans, including proposed lane use, with traffic assignments and circulation plans, pavement layouts and major control elements.
4) Proposed treatment of local roadways affected by the project, along with significant construction appurtenances and other design features.
5) The alignment (horizontal and vertical) of major detours or construction phases that will have significant implications for the project in the final design. The location and lane use of temporary signals, if warranted. Critical cross-sections (with superelevations) shall be developed and labeled by phases to assist in the assessment of the conceptual traffic-control phasing and conceptual location of overhead-sign structures.
6) Conceptual Best Management Practices for erosion and sedimentation control and water-quality issues shall be shown with approximated flows. A presentation and narrative will be required to explain the concept for approval.
7) Roll plans shall show where match lines are anticipated for future cut sheets.
8) Preliminary typical sections with top-line template.
9) Proposed limits and recommendations for letting the construction under separate contracts, including cost estimates, areas of overlap, maintenance of traffic, drainage, etc.
10) Proposed right-of-way layout with bounds.

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

- Traffic Control Plan and construction phasing.
- Erosion- and sedimentation-control measures (permanent and temporary).
- Water-quality treatment.
- Mitigation areas and wetland impacts.
- Earthwork balances and availability.
- Potential closed drainage and underdrain outlets, and cover over drainage structures.
- Right-of-way involvement.
- Potential conflicts with major utilities.
- Proposed present and future signal interconnect and coordination.

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- Separate construction contracts.

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

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

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

For development of the right-of-way lines, sight-distance review and the assessment of environmental impacts, it shall be necessary that all templates be plotted to develop slope lines. This shall require computation and submission of pavement-superelevation calculations. Rounding of slopes shall be considered in developing slope lines, but plotted cross-section templates do not need to have roundings shown at this submission. Guardrail calculations shall also be submitted.

c. Slope and Drainage Plans - Roadway

The Slope and Drainage Plans submission shall consist of five sets of roll plans (paper prints not to exceed 8 ft. to 10 ft. in length) at each location showing slope lines, drainage-system details and drainage features, and proposed right-of-way lines, including drainage, slope and/or construction easements. The roll plans shall include typical sections, plan views, profiles, guardrail locations, and cross-sections with complete template plotted and appropriate references on the plans relative to drainage design to assist with the review of the drainage design and the backup drainage calculations. The submission shall be supplemented with a list of utility conflicts that could not be avoided during the design. Complete Best Management Practices for permanent erosion and sedimentation control features and water-quality appurtenances shall be shown accompanied by backup calculations. The backup calculations shall also include a narrative, mapping and computations addressing pre-construction and post-construction (and post-development, if applicable) drainage conditions and applicable drainage-control features. Two bound drainage-computation books shall be submitted with all backup drainage calculations

illustrated and referenced to each drainage appurtenance shown based on the drainage design.

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

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

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

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

d. Utility Plans

Following submission and review of the Slope and Drainage submission, the CONSULTANT shall incorporate DEPARTMENT comments into the design layout and assemble the plans into a cut-sheet format. The CONSULTANT shall then furnish 10 sets of cut-sheet plans (paper prints) of front sheet, plans, profiles and five sets of cross-sections for use by the Design Services Section. This submission plan set is intended to facilitate the identification of the scope of work required by various utilities to comply with the planned construction. The plans are intended to reflect the near-final design of drainage systems with all appurtenances, erosion- and sedimentation-control features, other structures, right-of-way

lines (proposed permanent and temporary, and existing), curbing, pavement layout, traffic signals, slope limits, guardrail, final template plotted on cross-sections, detours and detour cross-sections, traffic-control issues with construction phasing, underdrain, drive locations, sidewalks, clearing-and-grubbing limits, fencing requirements, building demolition and lighting and signal conduit. Also, the plans shall reflect all existing detail, existing drainage and existing utilities. The intent is to have incorporated all comments from the preliminary right-of-way submission and the Slope and Drainage submission along with design work that has progressed. All final-design notes may not be necessary, but the scope of construction shall be evident to the reviewing utilities. This plan set will not be reviewed by the DEPARTMENT, and comments will not be given to the CONSULTANT for this submission. Copies of this plan set shall be forwarded to the Design Services Section to finalize the utility relocations, as required. The plans shall show the status of the design prior to preparation of the Preliminary PS&E submission.

e. Preliminary PS&E - Roadway

The Preliminary PS&E submission shall consist of three to five sets of plans (paper prints) for each contract and shall include preliminary contract drawings, draft special provisions for items for which current specifications are not available from the DEPARTMENT, and a Preliminary PS&E estimate of quantities and costs. The plans shall include title sheet, typical sections, all plan sheets, profile sheets, curb- and pavement-marking-layout plans, traffic signal plans, complete traffic control plans, cross-section sheets and necessary detail sheets. Also, landscaping, seeding and grading plans shall be included, if required. Quantity Summary sheets shall be submitted. All item summary boxes for drainage, clearing-and-grubbing, earthwork, surfacing and select materials, curbing, guardrail, sidewalks, traffic signs, construction signs and warning devices, pavement markings, conduit and pull boxes, landscaping and slope protection, bounds, fencing, delineation and witness markers and other items that are nearly complete shall be shown and note line-entries completed. Rounding and totals are not required. Item summary boxes of expected work not listed above shall be included and shown without line-entries completed. In developing the plans to the Preliminary PS&E stage, the DEPARTMENT will require an estimate of the quantities, expected unit costs, and total costs prepared in the form and manner prescribed by the DEPARTMENT for the Preliminary PS&E submission for each construction contract. An electronic copy of the spreadsheet shall be submitted for each estimate in a format furnished by the DEPARTMENT. Roadway items shall be kept separate from bridge items. Two bound copies of the quantity calculations shall be furnished with the estimate. The plans

shall reflect all comments from the Slope and Drainage Plans submission and issues that appear during final design. One bound copy of the drainage-computations book (as revised, based on Slope and Drainage comments) including temporary drainage computations for each contract shall be submitted with the Preliminary PS&E submission.

f. PS&E - Roadway

Upon approval in writing by the DEPARTMENT of the Preliminary PS&E submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PS&E submission, which shall consist of three complete sets of paper prints of construction plans, one bound copy of the revised quantities book, and a PS&E estimate. Special Provisions shall be submitted in both electronic format (Microsoft Word-compatible) and hard copy for all items not in the Standard Specifications for Road and Bridge Construction of the STATE and for which a current special provision is not available.

g. Contract Plans (Mylars) and Consultant Documents

For each construction contract, upon approval of the foregoing in writing by the DEPARTMENT, the CONSULTANT shall make the final submission of contract plans, any final special provisions required, and a final PS&E estimate of costs. These final contract plans and documents shall reflect all comments resulting from the PS&E review. The CONSULTANT shall be prepared to incorporate all comments, furnish drafting services for omissions found and generally assist the DEPARTMENT in finalizing the contract plans. If changes are requested to be made to the CONSULTANT'S plans by the DEPARTMENT, the CONSULTANT shall be prepared to update the corresponding electronic files and submit them to the DEPARTMENT. Final acceptance of the contract plans will be made in writing. The final contract plans submitted shall include one set of mylars and one set of paper prints. The paper set shall be submitted prior to the final mylars so that the DEPARTMENT can complete a final "three-way" check. Also, all CONSULTANT backup documents shall be resubmitted to reflect the final PS&E comments and final contract-plan conditions. The CONSULTANT shall also submit in "PDF" format the final Drainage Calculations and final Quantities Book, as well as two bound copies of both.

The final contract plans shall include:

(1) A front sheet.

(2) Typical sections of improvement.

(3) Summary-of-quantities sheets.

(4) Plan and profile sheets.

(5) Detail sheets and/or special sheets required.

(6) Cross-section sheets (shall be submitted on quality paper prints).

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

2. **BRIDGE DESIGN SUBMISSIONS**

The studies, design, and development of the contract documents shall be progressed separately for each bridge (separate plans for each unit at sites with multiple bridges) to permit construction of each bridge under a separate construction contract or as part of a larger contract including highway and/or other bridges and related works.

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

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

The CONSULTANT shall perform a load-rating analysis for each bridge using the AASHTO Load and Resistance Factor Rating Method (LRFR), to be submitted on a form provided by the DEPARTMENT.

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

TSL (Type-Span-Location) Study Plan

Boring Layout

Preliminary Plans (30% complete)

Preliminary PS&E Plans (80% complete)

PS&E Plans (95% complete)

Contract Plans (Mylars)

a. TSL (Type-Span-Location) Studies

The alignments and profiles developed during the preliminary design of the highway portion of the project will, after approval of the preliminary highway plans by the DEPARTMENT, serve as a base for determining the types of structures that may be utilized and the arrangement of the structure and its components with respect to span lengths, clearances, alignments, etc. which may affect the interface between the bridge and the highway or other features at the bridge location. These "other" features may include existing bridges, drainage facilities, buildings, streets, utilities, etc., or new structures, roadways, ramps, etc., that will be part of this project.

ARTICLE I

TSL study plans shall be prepared for each bridge showing the selected structure and shall include the plan, elevation, and typical bridge section. The plan and elevation shall generally be drawn to a scale as approved by the DEPARTMENT and shall accurately portray the location and size of the structural components, pavement and slope lines, center and grade lines, vertical and horizontal clearances, etc. The typical bridge section shall portray the components of the superstructure, materials of construction, beam spacing and locations, dimensions of pavement, curbs, etc.

At those locations where an existing bridge is adjacent or where a second bridge is proposed, sufficient detail shall be provided for the second bridge to clearly and accurately show the relationship between the two structures.

b. Boring Layout

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

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

c. Preliminary Plans - Bridge

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

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

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

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

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

d. Preliminary PS&E - Bridge

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

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

Estimates of quantities shall be prepared for all materials of construction and shall be tabulated on the plans for each major component (footings, abutments, piers, superstructure, etc.) and summarized for each bridge.

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

e. PS&E - Bridge

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

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

f. Contract Plans (Mylars)

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

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

3. RIGHT-OF-WAY PLANS

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

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

a. Front sheet

ARTICLE I

b. Property-layout plan sheets 1"=200'-scale (or as appropriate) showing existing detail, complete parcel boundaries, proposed roadway layout with alignment controls, parcel numbers, property owners' names and existing and granted access points.

c. Summary sheets

d. Purchase plan sheets showing all impacts (temporary or permanent)

e. Registry Plans

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

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

The right-of-way purchase plans shall be submitted after the CONSULTANT has received and incorporated the DEPARTMENT'S Slope and Drainage, and preliminary right-of-way plan comments. The CONSULTANT shall be prepared to make corrections and/or revisions as required. Upon DEPARTMENT review and written approval of the purchase plan submission, nine sets of paper prints will be required for use by the DEPARTMENT'S Bureau of Right-of-Way. At the submission of the roadway PS&E plans, the CONSULTANT shall submit a "draft" set of registry recordation plans based on the guidance of RSA 478:1-a and DEPARTMENT procedures. The DEPARTMENT will review the format and layout with the Registry for acceptance. The CONSULTANT shall be prepared to make revisions to the final right-of-way purchase plans based on the DEPARTMENT'S negotiations with property owners. The Consultant shall modify the final negotiated purchase plans to develop a separate set of plans for registry recordation based on the guidance of RSA 478:1-a and Department procedures.

ARTICLE I

The final mylars for the registry plans shall be submitted with the mylars of the Contract Plans submission.

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

I. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES)

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

1. Construction

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

   a. At the CONSULTANT'S sole expense, correct and resolve errors and/or omissions within the contract plans and specifications found during construction.

   b. Render interpretations, as necessary, of the contract plans and specifications and submit recommendations for necessary modifications in either or both and, upon approval of recommendations by the DEPARTMENT, revise the contract plans and specifications to cover same and prepare other detailed drawings as may be needed to supplement the contract plans to permit proper completion of the project. This work effort, if required, will be viewed as additional services, subject to an adjustment in the fee.

2. Shop Drawings

   The CONSULTANT shall:

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

   b. Design and prepare drawings for the substructure elements required for overhead sign structures. The Contractor shall submit fabrication plans and design parameters for overhead sign structures that, in combination with soils information obtained by the DEPARTMENT,

shall be used by the CONSULTANT to develop the designs and drawings for substructure elements.

3. Signal Coordination

The CONSULTANT shall:

a. Be available to assist with inspecting traffic signal equipment, the timing and phase settings, and monitor the operation of the coordination system.

J. DATE OF COMPLETION

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

Notice To Proceed 3-29-10

ARTICLE II

ARTICLE II - COMPENSATION OF CONSULTANT FOR LUMP SUM AGREEMENTS

A. GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT under this AGREEMENT, except as otherwise herein provided, a total lump sum of $2,244,746.28, apportioned as follows:

McFarland-Johnson, Inc.	$2,102,472.08
Subconsultants:	
CLD Consulting Engineers, Inc.	$67,587.74
Preservation Company	$39,599.47
Independent Archaeological Consulting, LLC	$14,136.44
Resource Systems Group, Inc.	$20,950.55
Contract Total	**$2,244,746.28**

Said total lump sum shall be considered full compensation for the work described in this AGREEMENT.

This total sum may be exceeded only when there is a substantial change in the scope or character of the work and by prior negotiation of a supplemental AGREEMENT, which shall have the concurrence of the Federal Highway Administration, United States Department of Transportation. Any additional fee for revisions or other services shall be as specified in Sections B and C below. Substantial reductions in the scope or character of work, which may become desirable or necessary as the work progresses, may require a reduction in the total lump sum through negotiation.

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the contract period and for three (3) years from the date of final voucher payment and closure of all pending matters for examination by the STATE, Federal Highway Administration or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested.

B. ADDITIONAL FEE FOR REVISIONS OR ADDITIONAL SERVICES

If the CONSULTANT performs services for revisions of the plans or other services under the provisions of Article IV, Section D, or the first paragraph of Article IV, Section E, and depending upon how well the scope of work can be defined, it shall be paid as its total fee for such services either the actual cost plus fixed fee for profit and other nonreimbursed costs or a lump sum fee negotiated by the CONSULTANT and the DEPARTMENT. Form and fee of such payment shall be determined prior to performance of such services.

ARTICLE II

If the CONSULTANT performs additional design services under the provisions of the second paragraph of Article IV, Section E, it shall be paid as its total fee for such services a lump sum fee negotiated by the CONSULTANT and the DEPARTMENT.

C. ADDITIONAL FEE FOR EXTENSION OF TIME

Should circumstanees beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the lump sum fee may be renegotiated.

D. SCHEDULE OF PAYMENTS

Payments on account for the fee for services rendered under this AGREEMENT shall be made as follows:

1. Monthly payments on account may be made upon written request of the CONSULTANT, based on satisfactory evidence of actual completion of work performed at the time of the payment, except that the total of such payments shall not exceed the percentages enumerated below at the indicated stages.
   a. An amount equal to 32% of one or more of the total number of proposed construction contract's proportional part/parts of the lump-sum fee stipulated under Article II, Section A (less previous payments), until the Preliminary Submission(s) therefor is approved. An individual contract's proportional part of the total fee shall be determined by the ratio of the estimated cost of the individual contract to the estimated cost of the total contracts, based on the CONSULTANT'S latest approved estimates.
   b. An amount equal to 41% of one or more of the proposed construction contract's proportional part/parts of the lump-sum fee stipulated under Article II, Section A (less previous payments), until the Slope and Drainage Submission(s) therefor is approved.
   c. An amount equal to 80% of one or more of the proposed construction contract's proportional part/parts of the lump-sum fee stipulated under Article II, Section A (less previous payments), until the Preliminary PS&E Submission(s) therefor is approved.
   d. An amount equal to 96% of one or more of the proposed construction contract's proportional part/parts of the lump-sum fee stipulated under Article II, Section A (less previous payments), until the PS&E Submission therefor is approved.
   e. The lump-sum fee for construction services shall be paid as a percentage of completion as the construction services work progresses. If these services are not required, no payment shall be made for this item.
2. Payments on account of additional fees for revisions or additional services specified in Section B above shall be made as due upon receipt by the DEPARTMENT from the CONSULTANT of its bill, with the required substantiating data.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

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

B. CONTRACT PROPOSALS

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

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the current Design Manuals of the DEPARTMENT, Standard Specifications for Road and Bridge Construction and Standard Plans for Road and Bridge Construction of the DEPARTMENT and the current LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials and amendments thereto, or other professional eodes 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 53 Regional Drive, Concord, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT.

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

2. Termination

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

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

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

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

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

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

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

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

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

ARTICLE IV

G. SUBLETTING

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

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

   a. Non-Professional Liability Indemnification

ARTICLE IV

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance

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

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

(1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they

may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or

(b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.

(6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a

CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

(7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

(8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

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

the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

Attachment 1

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

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

McFarland-Johnson, Inc.
(Company)

By: _____
James M. Festa
Vice President/COO
(Title)

Date: 2/17/10

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

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

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

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

Attachment 2

CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS

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

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

2/17/10
(Date)

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Vice President/COO and duly-authorized representative of the firm of McFarland-Johnson, Inc., and that neither I nor the above firm I here represent has:

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

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

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

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

except as here expressly stated (if any):

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

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

2/17/10
(Date)

(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

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

except as here expressly stated (if any):

2-19-10
(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: Linda M. Monahan
Linda M. Monahan
Administrative Assistant

Dated: 2/17/10

CONSULTANT

By: James M. Festa
James M. Festa
Vice President/COO
(TITLE)

Dated: 2/17/10

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Cynthia Lovejoy

Dated: 2-19-10

THE STATE OF NEW HAMPSHIRE

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

Dated: 2-19-10

Attorney General

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

Dated: 2/25/10

By: Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on MAR 24 2010 approved this AGREEMENT.

Dated: MAR 24 2010

Attest:

By: Secretary of State

DEPUTY SECRETARY OF STATE

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CERTIFICATE OF SECRETARY
OF
McFARLAND-JOHNSON, INC.
ATTESTING TO THE ADOPTION OF BOARD RESOLUTION

I, Frank J. Greco, Secretary of McFarland-Johnson, Inc., certify that on March 3, 2009, at a Meeting of the Board of Directors of McFarland-Johnson, Inc., the Directors, acting unanimously, adopted the following resolution:

> RESOLVED, that the following elected Officers and employees of the Corporation are authorized to sign contracts in the name of, and on behalf of, the Corporation, in accordance with corporate policies and rules:

Name		Office
Richard J. Brauer	-	President/CEO – Engineering
James M. Festa	-	Vice President/COO/Chief Engineer/ Binghamton Regional Office Manager
Frank J. Greco	-	Vice President/CFO/Secretary/Treasurer
Robert W. Lambert	-	Regional Vice President
Frederick D. Mock	-	Regional Vice President
Michael D. Long	-	Concord Regional Office Manager
Richard W. Dall	-	Burlington Regional Office Manager

I certify that as a result of the action of the Board of Directors, James M. Festa, Vice President/COO/Chief Engineer/Binghamton Regional Office Manager of McFarland-Johnson, Inc., is fully authorized to enter into contracts, including Portsmouth STP-X-5379(025), 13455 (Part B), US Route 1 Bypass, in the name of and on behalf of the Corporation for the rendering of services by the Corporation.

Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO
this 17th day of February, 2010

Linda M. Monahan
Notary Public

LINDA M. MONAHAN
Notary Public, State of New York
No. [illegible]
Residing in [illegible] County
My commission expires 7/2/10

L:[LOO/MISC/FJG]002

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 MCFARLAND-JOHNSON, INC., a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on February 14, 1969. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of April, A.D. 2009

William M. Gardner
Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/16/2010

PRODUCER (607)754-3500 FAX: (607)754-9797
Bert J. Hanafin, Inc.
204 Washington Ave.
P. O. Box 509
Endicott NY 13760

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
McFarland-Johnson, Inc.
49 Court Street
PO Box 1980
Binghamton NY 13902-1980

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance	
INSURER B: Hartford Casualty Insurance	
INSURER C: Hartford	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC	01SBAAQ4699 (VT) 01SBAAQ4702 (NY) 01SBAAQ4704 (CT,NH,PA)	1/1/2010	1/1/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	01UECGF9204	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	01XHUWZ3498	1/1/2010	1/1/2011	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under SPECIAL PROVISIONS below	01WBCPT5691	1/1/2010	1/1/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Portsmouth 13455, STP-X-5379(025). US Route 1 Bypass, (Part B), MJ Project No. 17402.00
New Hampshire Department of Transportation shall be named as additional insured on the general liability policy.

CERTIFICATE HOLDER

New Hampshire Department Transportation
P.O. Box 483
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Debbie Blanchard/HJ Deborah K Blanchard

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 02/16/10

PRODUCER 1-201-262-1200
ıner & Esler Agency, Inc.
PO Box 60
Oradell, NJ 07649

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
McFarland-Johnson, Inc.
att: Frank J. Greco
49 Court Street, Metrocenter
PO Box 1980
Binghamton, NY 13902-1980

INSURERS AFFORDING COVERAGE

INSURER A: Travelers Casualty & Surety Company of America
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR / CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
A	OTHER Professional Liability	105297672	06/15/09	06/15/10	Per Claim	$ 2,000,000
					Annual Aggregate	$ 4,000,000
						$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Portsmouth 13455, STP-X-5379(025), US Route 1 Bypass, (Part B), MJ Project No. 17402.00
Deductible: $50,000

CERTIFICATE HOLDER ☐ ADDITIONAL INSURED; INSURER LETTER: ____

New Hampshire Department of Transportation
7 Hazen Drive
Concord, NH 03302-0483
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

GAC RESOLUTION

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Bureau of Highway Design

C. RGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

February 16, 2010

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

Requested Action

Authorize the Department of Transportation to enter into an Agreement with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, for a total lump-sump fee of $2,244,746.28, for the final design for the replacement or removal of six (6) red list bridges over the US Rte. 1 Bypass in the City of Portsmouth, effective upon Governor and Council approval, through December 31, 2013. 100% Federal Funds.

Funding is available as follows:

		FY 2010
04-96-96-963015-3054	Consolidated Federal Aid	$2,244,746.28
046-500463	Consultants	

EXPLANATION

The Department requires professional engineering design and environmental consultant services to prepare final design, contract plans, specifications, special provisions, estimates of quantities and costs, and right-of-way plans for the US Route 1 Bypass in Portsmouth, NH. Five structurally deficient bridges (Maplewood Ave., Stark St., Woodbury Ave., Islington St., and Middle Road) over the US Route 1 Bypass will be replaced with new bridges along with associated highway approach work. The existing Route 1 southbound bridge over the Route 1 Bypass will be removed and replaced with an at-grade signalized intersection. In addition to the roadway design, the work will include traffic signal timing/coordination for six signalized intersections. The environmental services include archaeological surveys at sensitive locations and historic property documentation, including each bridge. Multiple construction contracts are planned. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Portsmouth 13455).

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for the final design for the Portsmouth 13455 project. The assignment was listed as a "Possible Action Project" on the Department's website on February 12, 2009, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on March 26, 2009 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, four shortlisted firms were notified on April

16, 2009 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on June 22, 2009 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. The individual rankings were then totaled to provide an overall ranking of the four firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that 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 consultant firms that were considered for this assignment, with the four short-listed firms shown in bold, is as follows:

Consultant Firm/Team	*Office Location*
Fay Spofford & Thorndike, LLC	**Bedford, NH**
GM2 Associates, Inc.	Glastonbury, CT
Hoyle, Tanner & Associates, Inc.	**Manchester, NH**
Jacobs	Manchester, NH
Lawrie & Associates, LLC	Alexandria, VA
McFarland-Johnson, Inc.	**Concord, NH**
Parsons Transportation Group, Inc.	Boston, MA
PB Americas, Inc.	**Manchester, NH**
Stantec Consulting Services Inc.	Auburn, NH
TY Lin International	Falmouth, ME

The firm of McFarland-Johnson, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

McFarland-Johnson, Inc. has agreed to furnish the required services for a total lump-sum fee of $2,244,746.28. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

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

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

Sincerely,

George N. Campbell, Jr.
Commissioner

GNC/wjh

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ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(if any)*

PART II – GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME
McFarland-Johnson, Inc.

3. YEAR ESTABLISHED
1994

5. DUNS NUMBER
941887077

2b. STREET
53 Regional Drive

2c. CITY
Concord

2d. STATE
NH

2e. ZIP CODE
03301

4. OWNERSHIP

a. TYPE
Corporation

9-24-09

b. SMALL BUSINESS STATUS
No

6a. POINT OF CONTACT NAME AND TITLE
Michael Long, Regional Office Manager

7. NAME OF FIRM *(if block 2a is a branch office)*
McFarland-Johnson, Inc.

6b. TELEPHONE NUMBER
603-225-2978 x110

6c. E-MAIL ADDRESS
mlong@mjinc.com

8a. FORMER FIRM NAME(S) *(if any)*

8b. YR. ESTABLISHED

8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	Administrative	17	2
08	CADD Technician	10	6
12	Civil Engineers	24	10
15	Construction Inspectors	8	1
18	Cost Engineer/Estimator	0	0
19	Ecologist	0	0
20	Economists	1	0
21	Electrical Engineers	3	0
23	Environmental Engineer	0	0
24	Environmental Scientist	5	2
29	Geographic Information System	1	0
32	Hydraulic Engineer	1	0
38	Land Surveyor	1	0
39	Landscape Architects	0	0
42	Mechanical Engineers	6	0
47	Planners: Urban/Regional	6	1
55	Soils Engineers	0	0
57	Structural Engineers	17	7
60	Transportation Engineers	13	4
	Airport Engineer	3	0
	Other Employees	0	0
	Total	116	33

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

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A01	Acoustics; Noise Abatement	1
A05	Airports; Navaids; Airport Lighting; Aircraft	2
A06	Airports; Terminals; & Hangars; Freight	1
B02	Bridges	6
C08	Codes; Standards; Ordinances	1
C15	Construction Management	3
E01	Ecological & Archeological Investigations	2
E09	Environmental Impact Studies, Assessments	3
E11	Environmental Planning	2
G01	Garages; Vehicle Maintenance Facilities;	1
H07	Highways; Streets; Airfield Paving; Parking	6
H08	Historical Preservation	1
I01	Industrial Buildings; Manufacturing Plants	2
L03	Landscape Architecture	1
L06	Lighting (Exteriors; Street; Memorials;	1
P06	Planning (Site, Installation and Project)	2
S09	Structural Design; Special Structures	3
S13	Stormwater Handling & Facilities	2
T03	Traffic & Transportation Engineering	2
U03	Utilities (Gas and Steam)	1
W01	Warehouses & Depots	2
W02	Water Resources; Hydrology; Ground Water	1

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

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

c. DATE
8/27/2009

c. NAME AND TITLE
Michael Long, Regional Office Manager

Thomas T. Kendrick, P.E.

Project Manager / Senior Bridge Engineer

NERAL SUMMARY

Mr. Kendrick has extensive experience in the management, design, and condition inspection of highway and railway bridge structures. Superstructure designs have included straight and horizontally curved rolled steel beams and plate girders, prestressed concrete beams, and precast and cast-in-place concrete rigid frames. Substructure designs have included conventional concrete abutments, walls, and piers, supported on both shallow and deep foundations. In addition, Tom has experience in the design of specialized foundation elements such as micropiles, soil nail walls, and large diameter drilled shafts. Tom has also developed specialized knowledge in the areas of precast bridge elements and Accelerated Bridge Construction (A-B-C).

REPRESENTATIVE EXPERIENCE

Scott Avenue Bridge Replacement, US Route 1 over Daniel Street, Portsmouth, NH - Lead Bridge Engineer responsible for the replacement design of this multi-span bridge located in a historic urban environment. The bridge utilized a complex structural framing system due to merging roadway alignments and an adjacent historic moveable truss bridge, which was to remain in place. The superstructure consists of horizontally curved steel plate girders with splayed framing, acting composite with a cast-in-place concrete deck. The Substructure consists of a new pile supported stub abutment behind an MSE breast wall, a new multi-column pier bent, and a rehabilitated masonry pedestal. The project included an Accelerated Bridge Construction (A-B-C) through the inclusion of optional precast substructure details. Precast details were provided for such concrete items as the pier footing, columns, cap, abutment seat, and deck system. *Project Owner: City of Portsmouth*

Bow-Concord Interstate 93 Bridge Rehabilitations, Bow & Concord, NH - Lead Bridge Engineer responsible for the rehabilitation designs of four structurally deficient (Red List) bridges located throughout the I-93 project corridor in Bow and Concord. Preliminary PS&E plans have been completed for the Exit 14 Bridge, which currently carries more than 70,000 vehicles per day over a busy local roadway with an AADT of 25,000 vehicles per day. MJ developed an innovative weekend sure option, which would allow one barrel of the bridge deck to be replaced over a single 60-hour work period. This celerated Bridge Construction (A-B-C) option utilizes full-depth precast concrete deck panels with high performance concrete and longitudinal post-tensioning for long-term durability. *Project Owner: New Hampshire Department of Transportation*

Manchester Airport Access Road over Little Cohas Brook, Londonderry, NH - Lead Bridge Engineer for the design of a new three span, horizontally curved bridge spanning a deep ravine. The proposed bridge carries four lanes of traffic with a variable width median and has a total length of 434 feet and an out-to-out width of 105 feet. The superstructure consists of horizontally curved steel plate girders acting composite with a cast-in-place deck system. The steel design of this bridge also utilized the unified curved girder design provisions of the AASHTO LRFD Bridge Design Specifications. These new specifications permitted the use of a true hybrid girder design by utilizing high performance steel plates where appropriate. *Project Owner: New Hampshire Department of Transportation*

Manchester Airport Access Road over US Route 3, Bedford, NH -- Lead Bridge Engineer responsible for the design of a single span steel plate girder bridge. The bridge included MSE abutments and wingwalls supported by an aggregate pier ground improvement system. *Project Owner: New Hampshire Department of Transportation*

Barnstead Welch Road Bridge, Welch Road over Little River, Barnstead, NH -- -- Project Manager responsible for overall project coordination and client satisfaction. This project includes the replacement of a single span bridge that was washed out during a 100-year storm event in April 2007. Also included with the project was approach roadway realignment, and stream stabilization. *Project Owner: Town of Barnstead*

Tyngsborough Bridge Rehabilitation, Routes 113/3A over the Merrimack River, Tyngsborough, MA -- Project Manager responsible for project coordination and leading the bridge rehabilitation design. Work included inspection of the existing bridge and design of rehabilitation measures to meet MHD live load requirements, ultrasonic testing of hangar pins; ASR nalysis of abutments; lead paint analysis; replacement of floor beams; approach modifications; and design of an exodermic idge deck. Environmental tasks included resource identification, water quality certification, Section 9 Coast Guard Bridge Permit application, and Section 404 permit assistance. *Project Owner: Massachusetts Highway Department*

Mechanic Street Bridge over the North Nashua River - Bridge Replacement, Leominster, MA -- Project Manager responsible for overall project coordination and client satisfaction. The project involves the replacement of a 160 foot three span steel rolled beam structure supported on concrete gravity piers and abutments. The project includes survey, traffic counts, intersection analysis, development of bridge type studies, sketch plans, geotechnical recommendations and found reports, preliminary and final highway plans, including evaluation of potential alignment and profile improvements, bridge plans, design of temporary bridge foundation, special provisions and accident investigations. The scope of work also included preparation and attendance at a public hearing and construction phase services including a bridge rating at the completion of the construction. *Project Owner: Massachusetts Highway Department*

While employed with another firm, Mr. Kendrick was responsible for the following projects:

Conway Bypass Project, Conway, NH -- Lead Structural Engineer for this multidiscipline, highway corridor design project located in Conway, New Hampshire with an estimated construction cost of $140M. The project consists of 12.6 miles of two-lane, off alignment roadway, with 26 bridges, 6 culverts and 4 retaining walls. Bridge types include simple and continuous span steel plate girder bridges, prestressed bulb-tees, butted box beams, and cast-in-place concrete rigid frames. Notable design elements include: two new railroad deck truss bridges, a five-span continuous steel plate girder bridge utilizing high performance steel in a hybrid design; large diameter (96") drilled shafts rock socketed into bedrock; multiple horizontally curved girder bridges; and a custom-designed, steel tied arch pedestrian overpass structure.

New Haven Harbor Crossing - Corridor Improvement Project, CT – Bridge Engineer responsible for bridge design calculations and construction plan development. This project involved the widening of approximately two miles of Interstate 95 in Branford, Connecticut. Responsibilities included the development of design details for the rehabilitation or replacement of five bridge structures, a culvert extension utilizing large diameter pipe jacking technology, and the design and detailing of multiple retaining wall structures.

Reconstruction of U.S. Route 7, Danbury, CT - Bridge Engineer responsible for bridge design calculations and construction plan development. This project involved the widening of a four-mile section of U.S. Route 7 in Danbury, Connecticut. This portion of U.S. Route 7 winds through an environmentally sensitive mountain pass. Structure types included reinforced concrete box culverts, a single span steel plate girder bridge, the design of a 1000 foot long, cast-in-place concrete supported roadway structure, and a smaller pile supported embankment structure.

Improvements to Interstate Route 295, Various Towns, RI - Bridge Engineer responsible for bridge design calculations and construction plan development. This project involved in-depth inspections and preparation of rehabilitation plans and specifications for 24 bridges on or over Interstate 295 in Warwick, Cranston and Johnston, Rhode Island. Structure types include; steel girders with concrete deck, prestressed spread box beams, and prestressed concrete I-beams. As part of this project, compression strength tests, half-cell tests, and chloride ion contents were conducted on the bridge decks.

EDUCATION

BS - University of Maine / Civil Engineering / 1994
Graduate Coursework - University of Connecticut / Structural Engineering / 2000

RECEIVED
FEB 22 2010
BUREAU OF HIGHWAY DESIGN
NH DEPT OF TRANSPORTATION

NOTICE TO PROCEED

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONEI

PORTSMOUTH
STP-X-5379(025)
13455
US Route 1 Bypass, Bridge Replacements
Notice to Proceed

Bureau of Highway Design
Tel. (603) 271-2230
Fax (603) 271-7025

March 24, 2010

Mr. Tom Kendrick, PE
McFarland Johnson, Inc.
53 Regional Drive
Concord, NH 03301

Dear Mr. Kendrick:

I am writing to inform you that Governor & Council has approved the contract for professional engineering services, final design Part "B", on the above referenced project. This letter serves as your notice to proceed effective this date.

A kick off meeting for the project has been scheduled for next Tuesday. Should you have any questions please contact me at 271-2230.

Sincerely,

Alexander V. Vogt, P.E.
Project Manager

AVV/avv

cc: K. Cota
S. Liakos

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