

STATE OF NEW HAMPSHIRE



Department of Transportation



Policies and Procedures for Consultant Contract Procurement, Management and Administration

Approved:

Victoria F. Sheehan
Commissioner

Date: _____



New Hampshire Department of Transportation
Policies and Procedures for Consultant Contract Procurement,
Management and Administration
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Section 1.0 Introduction

1.0 Introduction

The purpose of this document is to state the responsibilities, conditions and process for awarding, managing, modifying, canceling, and closing out New Hampshire Department of Transportation (Department) negotiated Agreements for consultant services financed with Federal, State and other funds.

Much of the following document outlines the procedures that are required to meet the Federal –Aid Highway Program. These requirements include but are not limited to: 23 USC 112 – Uniform Administrative Requirements For Federal Awards, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and 23 CFR Part 172 – Procurement, Management, and Administration of Engineering and Design Related Services.

Also included in this document are other State Procurement options such as Statewide Low Bid Contracts.

Note: For Construction Low Bid contracts see NHDOT Construction Manual, the NHDOT Specification Manual Section 100, and NH Office of Legislative Services, Administrative Rules, Chapter Tra 400.

As part of the Federal requirements, the Department must maintain written procedures and guidelines for Contract Procurement, Contract Management, and Contract Administration. As such, the Department’s Policies and Procedures for Contract Procurement, Management and Administration manual must be approved by the NH Division Office of the Federal Highway Administration, including any revisions to the document.

Section 2.0 Contract and Consultant Selection Process

2.0 Contract and Consultant Selection Process

2.0.1 Authority

NH RSA 21 - I:22: "An Act relative to selecting engineers, architects and surveyors by State agencies", effective date June 30, 1992.

NH RSA Chapter 228: 4, Major Capital Projects and 228: 5a, compliance with Contracts.

23 U.S.C. 112(b), Public Law 23 92-582, 40 U.S.C. 541, et seq. ("Brooks Act"), October 27, 1972, Title IX - Selection of Architects and Engineers;

23 CFR 172. Procurement, Management, and Administration of Engineering and Design Related Services; Final Rule, June 22, 2015;

NOTE: Under Federal uniform administrative requirements, cost principles and audit requirements for Federal awards the following shall apply:

(i) The Department, or other recipients and their subrecipients, shall comply with procurement requirements established in State and local laws, regulations, policies, and procedures that are not addressed by or are not in conflict with applicable Federal laws and regulations, as specified in 2 CFR part 1201.

(ii) When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the Department shall comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization, as specified in 2 CFR 200.102(c).

2.0.2 Supersedes

This document supersedes and replaces all previous procedures for the Department for procuring consultant contracts using a Qualifications Based Selection or Pre-Qualified Low Bid process, specifically those procedures for the Division of Project Development dated August, 1994 and December 1999.

Chapter 2.1 Qualifications Based Selection**List of Revisions**

November 6, 2016:

- Issuance of Chapter.

August 25, 2017:

- Revised paragraph 2.1.12 to include “Technical Proposal Formatting Requirements” statement.
- Updated Appendices:
 - Renamed various appendices to correspond to appropriate paragraph numbering.
 - Revised Appendix 2.1.2 “Process Outline” to better reflect current process as described within the chapter and to provide hyperlinks.
 - Added Appendix 2.1.12.1 “Technical Proposal Formatting Requirements”
 - Revised Appendix 2.1.12 to revise statement concerning technical proposal formatting.

Mar. 1, 2019:

- Added/Revised paragraph 2.1.1 Definitions to include Contract Manager, Federal Acquisition Regulation, Indirect Cost, Indirect Cost Rate (ICR), and Pre-Award Technical Review
- Revised paragraph 2.1.17 “Request for Fee Proposal” to include:
 - Renamed previous paragraph 2.1.17 “Fee Proposal Submission” to be paragraph 2.1.17.6
 - Inserted paragraph 2.1.17.1, 2.1.17.2 and 2.1.17.3 to include the requirements of a Salary Cap Waiver Request.
 - Added paragraph 2.1.17.4 concerning “Salary Rate Calculation Requirements”.
 - Moved paragraph 2.1.18 “Pre-Award Technical Review” to be paragraph 2.1.17.5
 - Revised paragraph 2.1.17.6 “Fee Proposal Submission” to include additional guidance during fee negotiations and fee matrix development.
 - Renumbered paragraphs 2.1.19 to 2.1.24 due to elimination of paragraph 2.1.18
 - Added paragraph 2.1.18.1 “Simultaneous Technical Proposal and Cost Proposal Submissions”.
- Updated Appendices:
 - Revised several of the letters and memos to contain fillable “form fields” instead of the using sample project examples.
 - Revised Appendix 2.1.2 “Process Outline” to better reflect current process as described within the chapter.
 - Added Appendix 2.1.6.2a – “Continue to Part B” example memo
 - Eliminated Appendix 2.1.12.1 “Technical Proposal Formatting Requirements”
 - Added Appendix 2.1.12.1a “Technical Proposal Formatting Requirements (Standalone)”
 - Added Appendix 2.1.12.1b “Technical Proposal Formatting Requirements (On-Call)”
 - Eliminated Appendix 2.1.17 “Selection and Fee Proposal Request”.

- Added Appendix 2.1.17a – “Fee Proposal Request Letter – Standalone”
- Added Appendix 2.1.17b – “Fee Proposal Request Letter – On-Call”
- Added Appendix 2.1.17.1 “Salary Benchmark (Cap) Back-up Information”
- Added Appendix 2.1.17.2 “Salary Cap Waiver Request Memo”
- Added Appendix 2.1.17.4a “Contract Salary Rate Calculation Form”
- Added Appendix 2.1.17.4b “SAMPLE - Contract Salary Rate Calculation Form”
- Added Appendix 2.1.17.5 “Technical Review Request Memo”
- Renumbered Appendices 2.1.19 - 2.1.24
- Eliminated Appendix 2.1.23 – “Notice to Proceed”
- Added Appendix 2.1.23a – “Notice to Proceed - Standalone”
- Added Appendix 2.1.23b – “Notice to Proceed – On-Call”

March 1, 2022

- Updated and revised several definitions to be consistent with Federal and State requirements.
- Revised section 2.1.6.2 *Multiphase Contract*, to reflect current contract definitions.
- Removed sections 2.1.17.1-2.1.17.3, salary cap waivers
- Added several sections from Chapter 3 - Contract Management into this chapter and reordered the sections in this chapter:
 - Added sections 2.1.7.2 (previous part of Contract Management)
 - Added section 2.1.9.1 (previously part of Contract Management)
 - Added sections 2.1.24-2.1.44 (previously part of Contract Management)
- Updated Appendices:
 - Revised 2.1.2 – Process Outline Flowchart
 - Added 2.1.6.3.1 – Statewide Contract Request memo. (Two examples)
 - Added 2.1.7.2.1 – Conflict of Interest Guideline (previously Appendix I – Chapter 3)
 - Added 2.1.7.2.2 – Policy EX-16 – Conflict of Interest (previously Appendix J – Chapter 3)
 - Added 2.1.17.6 – Sub-Consultant Indirect Cost Rate Self-Certification
 - Revised 2.1.12 – Request for Proposal Letter
 - Revised 2.1.15 – Selected Firm Approval Memo (rev. 2-4-2020)
 - Revised 2.1.17.4a – Salary Rate Calculation Form 2022
 - Revised 2.1.17.4b – SAMPLE Salary Rate Calculation Form 2022
 - Revised 2.1.17a – Selected Firm Letter - Standalone Contract (rev. 10-21-2020)
 - Revised 2.1.17b – Selected Firm Letter - On-Call (rev. 4-16-2020)
 - Revised 2.1.19.5 – Fee Approval Memo (rev. 12-13-2019)
 - Revised 2.1.23b – Notice to Proceed - On Call (rev. 2-6-2020)
 - Revised 2.1.29.3 – Statewide Task Order Approval Process
 - Revised 2.1.29.4 – Task Order Authorization to Proceed (rev. 2-6-2020)
 - Revised 2.1.29.5 – Amended Task Order Authorization to Proceed (rev. 2-6-2020)
 - Added 2.1.17.6 – Sub-Consultant Indirect Cost Rate Self-Certification
 - Added 2.1.29.6 – Task Order Closeout Credit
 - Added 2.1.29.6 – Example Task Order Closeout Credit

- Added 2.1.31 – Standardized Invoicing Templates 10-19-2021
- Added 2.1.31a – Standard Invoicing Procedures 10-19-2021
- Added 2.1.31b – Invoice Review Checklist – pdf fillable
- Added 2.1.37a – Time Extension Letter
- Added 2.1.37b – Fee & Time Amendment Letter
- Added 2.1.42 – Close-Out Memo

2.0 **Qualifications Based Selection (QBS) Process**

2.1.1 Definitions:

Additional work – Additional engineering and design related services outside the scope of work established in the original request for proposal.

Administrative Guidelines – Procedural guidelines established by the New Hampshire Department of Administrative Services governing the submission of material to the Governor and Executive Council (G&C).

Agreement – A written procurement contract between the Department and a consultant reimbursed under a State funded program, Federal-aid Highway Program (FAHP) grant or sub-grant and includes any procurement subcontract under a contract.

Amount Not to Exceed Fee – The total amount negotiated in the contract agreement including all direct labor, overhead/indirect costs, fixed fee, direct expenses and all sub-consultant costs.

Consultant – An individual or firm providing engineering and design related services as a party to a contract with the Department.

Consultant Selection Committee – A committee consisting of seven (7) upper-level staff members from the Division of Project Development who meet regularly to manage the QBS process for consultant contracts.

Consultant Selection Subcommittee - A subcommittee of the Consultant Selection Committee appointed by the chairperson for the purpose of negotiating the final details and fee of a contract.

Contract Manager – The Department’s point of contact for receiving invoices from the consultant firm and for questions or issues related to invoicing by either the consultant or internal Department staff. The Contract Manager is predetermined prior to consultant solicitation and may be the Bureau Administrator, Project Manager, Section Chief, or another lead person.

Contract Types – There are generally three (3) types of contracts that the Department uses: project-specific contracts (23 CFR 172.9(a)(1)), multiphase contracts (23 CFR 172.9(a)(2)), and on-call or indefinite delivery/indefinite quantity (IDIQ) contracts (23 CFR 172.9(a)(3)). See Section 2.1.6 for more details about these contract types.

Cost-Per-Unit-of-Work Payment – Payment at an agreed rate (which includes salary, overhead/indirect costs, direct expenses, and profit) for each unit of work, limited to a maximum total amount. (Used on Statewide Low Bid contracts only)

Cost-Plus-Fixed-Fee Payment – A payment method in which all cost factors, except the fixed fee, are based on the consultant’s actual allowable costs. The fixed fee is a specific, predetermined amount, as identified in the agreement.

Direct Cost – Any cost that is identified specifically with a consultant. Direct costs are not limited to items that are incorporated in the end product as material or labor. Costs identified specifically with a contract are direct costs of that contract.

Director – The Department Director of the Division initiating the request for consultant services.

Eligible Consultant List – A list of active consultants and the type(s) of services they provide (based on the consultant's information submitted in the SF 330). The list is published and maintained by the Department.

Fee and Man-Hour Proposal – A proposal stating the consultant's costs for providing the services required for the project, including the breakdown of the proposed services by work hours, job classifications, salary rate, overhead/indirect costs, anticipated direct expenses, and profit, plus any subcontracts.

Federal Acquisition Regulation, Part 31 (FAR) – The primary regulation, codified in 48 CFR 31, governing the acquisition of supplies and services with Federal funds and sets the criteria for determining costs eligible for reimbursement on Federally-funded agreements.

FHWA – The Federal Highway Administration (FHWA) is an agency within the U.S. Department of Transportation that supports State and local government in the design, construction, and maintenance of the nation's highway system (Federal-aid Highway Program (FAHP)) and various federally and tribal owned lands. For purposes of this manual, FHWA references generally mean the New Hampshire Division office located in Concord, New Hampshire.

Final Audit – An audit performed by the Department's Internal Audit Office typically following payment of the final invoice under a contract. The final audit is performed to verify that the consultant billed in accordance with the terms of the contract and that the contract was administered in compliance with applicable laws and regulations.

Fixed Fee – A sum expressed in U.S. dollars established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost. In a cost-plus fixed fee agreement only. The fixed fee is an incentive for the consultant to work efficiently.

G & C – The Governor and Executive Council (G&C) of the State of New Hampshire, who together are responsible for the administration of the affairs of the State pursuant to the New Hampshire Constitution and statutes. All state departments and agencies must seek approval of receipt and expenditures of state and federal funds, budgetary transfers, and all contracts with a cumulative value of \$10,000.

Indirect Cost/Overhead – Any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective. Consultants charge their indirect costs by applying an indirect/overhead rate to an allocation base (e.g., direct labor cost).

Indirect Cost Rate (ICR/Overhead Rate) – A factor/ratio computed by adding together all of a firm's costs that cannot be associated with a single cost objective (e.g., general and administrative costs and fringe benefit costs), divided by a base value (typically direct labor cost) to determine a rate. The rate is applied to direct labor, as incurred on projects, to allow a firm to recover the appropriate share of indirect costs allowable per the terms of the agreement.

Longlist – A nomination of qualified consultant firms who submitted Letters of Interest to be considered by the voting members of the Consultant Selection Committee for shortlisting of a solicited project.

Lump-Sum Payment – A payment method of a fixed amount for delivered goods and/or services that include salary, overhead, and profit. Once the lump sum amount is determined, the goods and/or services must be provided regardless of the consultant's actual costs. No adjustment is permitted to compensate the consultant for costs in excess of the contract's fixed amount unless there is a significant change in the scope of work that results in an approved change order (amendment).

Negotiations – The process whereby the Department and the consultant reach an agreement regarding the details of the contract services to be provided and the estimated hours and value of those services.

Notice to Proceed – Written authorization by the Department to the consultant to begin work (as specified in the agreement).

Overhead – See "Indirect Cost Rate".

Pre-award Technical Review – A review of the consultant's proposed labor and indirect/overhead costs performed by the Department's Internal Audit Office to establish cost factors used in the fee negotiation.

Profit – See "Fixed Fee".

Project Manager – The person who manages the active agreement (the Department and consultant each assign their own Project Manager). The Project Manager works with the Contract Manager with invoice related matters.

ProMIS – The Project Management Information System (ProMIS) is a Department software application. It is used to process project estimates for fiscal programming, requests to FHWA for the authorization and obligation of funds, and the final voucher of projects upon project completion.

Request for Proposal (RFP) – The formal request for specific technical services for a project sent to the shortlisted firms selected by the Consultant Selection Committee upon approval by the Assistant Commissioner.

Scope of Work – All services, work activities, and actions required of the consultant by the obligations of the contract.

SF 330 – Federal Standard Form (SF) 330, entitled "Architect-Engineer and Related Services Questionnaire." The form is completed by a consultant, listing details of their firm and services they typically provide.

Shortlist – Those firms (usually three for a single contract) approved by the Assistant Commissioner to receive Requests For Proposals (RFP) for a particular project.

Shortlisted Consultant – One of several firms selected by the Consultant Selection Committee for further consideration to provide the required services on a particular project.

Solicitation for Letters of Interest – The formal request to all consultants to express their interest in performing specific technical services for the Department.

Special Members – Non-voting Department staff or an outside person(s) who may be assigned to the Consultant Selection Committee to aid in selection of a consultant. These members are selected based upon their expertise concerning the project or consultant services contract under consideration. Multiple Special Members may be assigned per project or contract under consideration. These Special Members could be a Project Manager, Design Chief or other staff person. On projects that involve considerable public input or community concern a Special Member, such as a community representative or Town/City staff member, may be selected to serve on the Consultant Selection Committee.

Specific Rates of Pay – A compensation method that provides for reimbursement on the basis of direct labor hours at specified fixed hourly rates, including direct labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs, subject to an agreement maximum amount. This method of payment may only be used for inspection or other types of services where the consultant's personnel have no control over the hours worked.

Stewardship & Oversight Agreement – An agreement, required in accordance with Section 106 of Title 23, United States Code, between FHWA and the Department. The agreement documents the extent to which the Department assumes the responsibilities of FHWA under Title 23 and formalizes the delegated responsibilities and agreements to address how the Federal-aid Highway Program (FAHP) will be administered by the State.

STIP – The Statewide Transportation Improvement Plan (STIP) is the four-year state project listing for federally-funded projects. The STIP is a financially constrained, federally required report that lists Department projects that are programmed for the next four-year period. The report contains federally funded projects as well as regionally significant projects that are state and locally funded.

Sub-consultant – an entity to which the Consultant intends to subcontract any part of the contract services while remaining responsible to the Client during the performance of the Contract.

Sub-recipient – A sub-recipient is a non-Federal entity that has been awarded a Federal grant. The award is provided by a pass-through entity, the Department, to the sub-recipient to carry out part of a Federal award received.

Technical Proposal – A technical presentation by a consultant on a specific project based on a preliminary scope of work, including technical data, proposed work procedures, and qualifications relative to that project.

2.1.2 Process Outline

The process outlined in this section concerns the consultant selection and contract management processes for “Engineering and Design Related Services” only. From a federal viewpoint, engineering and design related services encompass program management, construction management, feasibility studies, planning, preliminary engineering, design engineering, surveying, mapping or architectural related services with respect to infrastructure construction projects (23 CFR 172.3 & NH RSA 21-I:22).

The QBS process outlined within must follow the federal requirements found in 23 U.S.C. 112(b), Public Law 92-582, 40 U.S.C. 471, et seq., October 27, 1972, Title IX - Selection of Architects and Engineers, which is commonly known as the Brooks Act. The full text of the Brooks Act is located in Appendix 2.1.2a.

Additionally, the Selection of Engineers, Architects and Surveyors is covered by State law under RSA 21-1:22 with the full text provided in Appendix 2.1.2b.

The QBS process encompasses projects and consultant services that are posted as “Projects Soliciting for Interest” on the Department’s website, as needs arise. Qualified consultant firms that are interested in providing such services are encouraged to submit a Letter of Interest to the Department. The Consultant Selection Committee will nominate a longlist of interested consultants and then recommend a shortlist for approval by the Assistant Commissioner. Upon approval of the shortlist, each shortlisted firm will receive a Request For Proposal (RFP) from the Department. This is a technical RFP request only. Upon receipt and rating of the technical proposals, the shortlisted firms will be notified of the results and the highest rated firm will be asked to submit a scope of services and a fee proposal for negotiations. Non-Selection letters will be issued to those firms not selected. Final contract approval is by G&C action. A Process Outline Flowchart can be found in Appendix 2.1.2 and the process is detailed further in this manual.

2.1.3 Consultant Selection Committee (Committee)

The Consultant Selection Committee is made up of one representative from each bureau within the Project Development Division, except the Right-of-Way and Construction bureaus. The members listed below are all voting members. A quorum consists of four (4) or more voting members are present at the meeting.

- Assistant Director of Project Development – Chair
- Chief Project Manager
- Bureau of Bridge Design Administrator
- Bureau of Environment Administrator
- Bureau of Highway Design Administrator
- Bureau of Materials and Research Administrator
- Bureau of Planning and Community Assistance Municipal Highways Engineer

A Committee member may assign a designee from the Department if a voting member is absent or unable to participate in the selection process on a specific project due to a potential conflict of interest. The designee is typically from the Committee member’s bureau and will have the responsibility to review all pertinent materials and to vote as a member on that specific project. A member may also designate a Special Member to vote in their place if a bureau representative is unavailable.

2.1.3.1 Special Members

The Consultant Selection Committee will consider the use of expertise as needed from outside the committee when reviewing and rating Request for Qualifications (RFQs) and RFPs. Special Member attendance at meetings and involvement are specifically used to aid in the selection and negotiation process and for the Committee to gain a better understanding of project or contract requirements.

2.1.4 Posting on the Department Webpage as Possible Action Projects (23 CFR 172.7(a)(1)(i))

Each January and June, anticipated projects and consultant services for the six (6) month period are posted as “Possible Action Projects” on the Department’s website for information only. Once the project or consultant services move forward, a Solicitation of Interest posting will later be posted to the Department’s website. See Appendix 2.1.4 – Possible Action Items for a typical listing of anticipated projects.

2.1.5 Development of Scope of Work (Checklist and Article I) and Estimating Project Cost

The Contract Manager/Project Manager will work with Department staff to develop the Scope of Work Checklist of the draft agreement (see samples in Appendix 2.1.5 and Appendix 2.1.5a, respectively) to include with the RFP and send to the shortlisted firms. The Scope of Work Checklist will be used to provide consultant firms a general description of the project intent as well as a list of anticipated project tasks for which the consultant will be responsible, it will also list specific details about the project and specific tasks and areas of expertise needed to complete the project or consultant services activity. The Scope of Work Checklist is subject to revisions based upon negotiations with the selected firm, until the contract is awarded.

The Contract Manager/Project Manager will also work with Department staff to develop a preliminary project cost estimate for project-specific and multiphase contracts (i.e., does not apply to on-call contracts). The project cost estimate must include a reasonable estimation of costs for each project phase, including planning, preliminary engineering, right-of-way (ROW), and construction. These projections will be used to program project funding in ProMIS and to compare various costs during the consultant fee negotiations.

The Contract Manager/Project Manager is responsible for anticipating whether consultant services are needed for a project and to estimate the time needed for solicitation through issuing a Notice to Proceed, so that the project schedule is maintained and milestone dates are met.

2.1.6 Presentation to Consultant Selection Committee

The Contract Manager/Project Manager or designated staff person shall present the draft Solicitation of Interest posting, including a proposed Scope of Work Checklist to the Committee with sufficient detail and in a comprehensive manner such that the Committee may proceed with the selection procedure. The Committee will approve adding the Solicitation of Interest to the Department website. For On-Call contracts see Appendix 2.1.6.3.1

Along with the presentation to the Committee, the Bureau Administrator will present a draft negotiation schedule outlining the selection timeframe from posting the Solicitation of Interest to issuing a Notice-to-Proceed (see Appendix 2.1.6 for a sample negotiation schedule). The negotiation schedule will be used for internal monitoring of the selection process as well as to inform the consultants (particularly

the selected firm) of the anticipated timetable for issuing a Notice-to-Proceed (i.e., when work effort should begin).

The Bureau Administrator or lead staff person will also make a determination of the type of contract that will be used. There are generally three (3) types of contracts used by the Department as described in greater detail in the following sections.

2.1.6.1 Project-Specific Contract (23 CFR 172.9(a)(1))

A project-specific contract is a contract between the Department and a consultant firm (or consultant team) for the performance of services with a defined scope of work related to a specific project or projects.

2.1.6.2 Multiphase Contract (23 CFR 172.9(a)(2))

A multiphase contract is a project-specific contract in which the solicited services are divided into phases whereby the specific scope of work and associated costs may be negotiated and authorized by phase as the project progresses.

The NHDOT currently uses the following designations to represent the various contract phases:

- Feasibility/Alternatives Analysis (Part A)
- Preliminary Design (Part B)
- Final Design (Part C)
- Construction Services (Part D)

A typical example of a multiphase contract is a preliminary design agreement that includes a provision for the possibility of continuing with the same consultant for the final design, at the discretion of the Committee. In this case, the Preliminary Design agreement will contain the following sentence: "Assuming a successful completion of the Preliminary Design, the Department reserves the right to either negotiate a fee for the Final Design or terminate the contract." See Appendix 2.1.6.2 for a sample Multiphase Project Posting.

As the Preliminary Design agreement nears completion, the Contract Manager/Project Manager will determine if the agreement will end at the completion of Preliminary Design or whether the agreement will continue to Final Design with the existing consultant. The consultant shall receive written notification from the Contract Manager/Project Manager if the project will be terminated.

If the Contract Manager/Project Manager recommends continuing with the Preliminary Design consultant for Final Design services, a draft scope of services for the Final Design must be developed. The draft scope of services is then presented to the Committee for concurrence with the recommendation to retain the consultant for the Final Design contract and to approve the Final Design

scope of work. Committee recommendation and acceptance of the scope of work is by a majority vote of the quorum members present. The Contract Manager/Project Manager will draft an Approval to Continue to Final Design memo (see Appendix 2.1.6.2a for a sample) for the signature by the Committee Chair. The memo is uploaded into the Department's Management Tracking System (MTS) for Front Office approval, whereby the memo is passed through the Division Director and approved by the Assistant Commissioner. The Assistant Commissioner will either approve the recommended Final Design Continuation memo or return with recommendation to the Committee for further appropriate action. If approved, the Contract Manager/Project Manager will request a scope of work and fee proposal from the consultant.

Typically, Construction Services are negotiated, agreed upon, and approved as part of the Final Design negotiation.

2.1.6.3 On-Call or Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (23 CFR 172.9(a)(3))

An on-call or IDIQ contract is used for the performance of services on a number of projects, under task or work orders issued on an as-needed or on-call basis, for an established contract period. See Appendix 2.1.6.3 for a sample On-Call Posting.

The solicitation and contract provisions shall address the following requirements:

- (i) Specify a reasonable maximum length of contract period (which is typically 3 years, but shall not exceed 5 years);
- (ii) Specify a maximum total contract dollar amount that may be awarded under the entire contract;
- (iii) Include a statement of work, requirements, specifications, or other description to define the general scope, complexity, and professional nature of the services; and
- (iv) If multiple consultants will be selected and multiple on-call contracts awarded through a single solicitation for specific services, the Department shall identify the maximum number of consultants that may be selected from the solicitation. Once the consultant firms are selected, a task order will be negotiated with the firm that the Department feels is best suited for the assignment based upon past experience, staff availability, proximity to the project site, and/or expertise in the field (if a specialty is applicable).

2.1.6.3.1 On-Call Contract Justification and Approval

Front Office approval is required prior to posting a Solicitation of Interest for an on-call contract. To receive approval, the Contract Manager must justify the need for the on-call agreement(s) by including in the justification information regarding the number of contracts requested, the value of each contract, the current number and remaining balances of active on-call agreements, the typical number and type of task orders issued under each contract, and the anticipated usage rate of the contracts, etc. See Appendix 2.1.6.3.1 for an example. It should be understood that at the time of shortlisting if a firm(s) have an existing active on-call contract for the same services and there exists more than 1/3 contract authority unassigned in that agreement then that firm is not eligible for shortlisting on the new contract.

2.1.7 Solicitation for Letters of Interest (23 CFR 172.7(a)(1)(i))

Once a solicitation for Letters of Interest is posted on the Department's website, an email message to all consultants on the Eligible Consultant List will be sent with notification of the new posting. Qualified consultant firms who are interested in providing the services listed are encouraged to submit a Letter of Interest to the Department by the stated deadline. Interested consultants should review the posting thoroughly to gain a comprehensive understanding of the work, schedule, and task requirements. A Department contact person who understands the requested scope of services and is available to answer consultant questions should be identified on the solicitation.

2.1.7.1 *Department of Information Technology Involvement*

If the contract requires any involvement or interaction with the Department's computer systems, , and/or databases, the Department of Information Technology (DoIT) shall be contacted to ensure the proper coordination and inclusion of DoIT contracting requirements in any agreement with a consultant firm. This coordination shall occur prior to posting the solicitation to ensure the Department can properly respond to any questions regarding DoIT involvement in the contract or scope of work.

2.1.7.2 Conflict of Interest (23 CFR 172.7(b)(4))

Procurement of consulting services for engineering design and/or construction inspection must be fair, open, and competitive, and must avoid conflicting professional or personal interests when such competing interests could potentially affect the ability to provide impartial decisions and/or perform contractual obligations. This guidance applies to all Federal-aid projects including projects of "sub-recipients" of these funds. This guideline is intended to supplement, but not replace any applicable state and federal laws governing conflict of interest applicable to state agencies.

2.1.7.2.1 *Consultant Requirements*

A consulting firm, officer/employee of a consulting firm, or a firm acting in the capacity as a sub-consultant, performing professional services for the Department or sub-recipients receiving Federal-aid funds in connection with a project, shall not directly or indirectly have a financial, personal or other interest, in any contract or subcontract in connection with such project other than employment or retention by the Department or sub-recipient. See Appendix 2.1.7.2.1.

2.1.7.2.2 *Department Requirements (23 CFR Part 172.7(b)(4)) & NHDOT Policy EX-16*

No employee, officer, or agent of the Department shall participate in selection or in award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict arises when there is financial or other interest in consultant selection for award by:

- The employee, officer or agent;
- Any family member of his/her immediate family; or
- An organization that employs or is about to employ any of the above.

See Appendix 2.1.7.2.2 for further information.

2.1.7.2.3 Responsibility

2.1.7.2.3.1 *Consultant Responsibility*

It is the responsibility of the consultant firm to anticipate, identify, and disclose any actual, potential or appearance of a conflict of interest to the Department or sub-recipient. Sub-consultants are responsible for disclosing any actual, potential, or appearance of conflicts of interest to the prime consultant firm, and the prime shall disclose the sub-consultant's conflict to the Department or the sub-recipient. The Department retains the sole discretion to determine on a case-by-case basis whether a conflict of interest exists and will base the determination on facts made available at the time of determination. Any unknown facts or change in facts may necessitate a reevaluation of the original determination.

The consulting firm, officer/employee of a consulting firm, or a firm acting in the capacity as a sub-consultant shall notify the Department's Project Manager/Lead Person or sub-recipient of a conflict of interest in writing, fully explaining the conflict and providing suggestions or protocols to remedy the conflict prior to:

- The completion of any consultant selection process;
- Engaging a sub-consultant on a Department contract;
- Performing construction inspection/oversight on a project which the firm performed the design;
- Accepting any work from an entity other than the Department that is associated with a project on which the firm performed services for the Department.

The Department's Project Manager/Lead Person or sub-recipient will be responsible for reviewing the firm's suggestions and protocols, and requesting approval from the Assistant Commissioner thru the Division Director on whether to object to the conflict, mitigate the conflict, or require the firm or sub-consultant to remedy the conflict.

A copy of the approval from the Department Assistant Commissioner must be on file in the firm's office and available for review by the Department, if requested.

2.1.7.2.3.2 *Department Responsibility (23 CFR Part 172.7(b)(4)) & NHDOT Policy EX-16*

Every year, all Department staff shall certify that they have no conflict of interest, as defined by State and Federal laws, pertaining to any consultant firms, or vendor, that the Department has or may hire. The employee shall be required to notify their supervisor if, at any time during the year, a potential conflict of interest, real or apparent, arises.

2.1.7.2.4 Procedure

2.1.7.2.4.1 Consultant Procedures

In general, and as practical, consulting firms that have performed the engineering design for a project should not be selected for the construction inspection/oversight for the same project, as it can have the appearance of a conflict of interest.

However, if the Department or sub-recipient determines there is a justified need to retain the same consulting firm for construction inspection/oversight services on the same project the firm performed the engineering services on, the consultant may be considered for the construction inspection/oversight services provided that there is a determination that no conflict of interest exists, or mitigation measures can be implemented that will assure no conflict of interest. If the consulting firm is aware of, or identifies a conflict of interest, the firm shall disclose to the Department or sub-recipient any association, interest, or circumstance which could influence the firm's judgment or quality of services, and submit a plan and procedure for mitigation that shall be put in place by the firm to avoid the conflict of interest or perception. This disclosure and mitigation shall be provided to the Department's lead person/project manager or the sub-recipient.

The Department's lead person/project manager or sub-recipient shall review the consulting firm's conflict of interest disclosure and mitigation measures and make a recommendation to the Division Director and Assistant Commissioner with the justification and the mitigation measures.

The Division Director shall review the recommendation from the lead person/project manager or sub-recipient regarding the conflict of interest disclosure and mitigation measures from the firm and the Assistant Commissioner shall approve or disapprove the lead person/project manager, or sub-recipient's recommendation.

If the consulting firm's conflict of interest documentation and mitigation measures are approved for construction oversight/inspection, the lead person/project manager or sub-recipient shall put in place monitoring, evaluation and reporting procedures sufficient to ensure overall compliance and that no conflict of interest exists. This will include regular sampling and evaluation of the contract documents, and preparation of reports of findings and any remedial actions required.

2.1.7.2.4.2 Department Procedures

If there could be a potential for a conflict of interest it is the responsibility of the employee to notify their supervisor immediately and if appropriate develop a mitigation process to avoid any interaction between the employee and the consultant firm or Department staff that could influence the selection, award or management of the consultant contract. Any mitigation process shall be approved in writing by the employee, their supervisor as well as the Division Director and Assistant Commissioner.

2.1.7.2.5 Nonconformance Action

Failure to obtain approval for any conflict of interest on any Federal Aid project or sub-recipient project that is federally funded may jeopardize the consultant firm's selection for that project. If there is reasonable cause to believe a consultant firm knew, or, through the exercise of reasonable care should have known, that the consultant firm has actual or possible conflicts of interest with respect to its proposed role in the project, and that the consultant firm failed to disclose such actual or possible conflicts of interest to the Department, the Department or sub-recipient shall inform the firm of the basis for such belief and afford the consulting firm an opportunity to explain the alleged failure to disclose. If, after hearing the consulting firm's response and after making further investigation as warranted by the circumstances, the Department or sub-recipient determines the consulting firm has knowingly or intentionally failed to disclose an actual conflict of interest in violation of this Policy, the Department may take appropriate disciplinary and corrective action up to and including debarment from the Department Consultant Eligibility List and/or suspension from participation in any Department or sub-recipient work for a period of up to 5 years for the first offense, and permanently for any future offense. In determining whether to impose any such disciplinary or corrective action, as well as the nature and severity of any such action to be imposed, the Department shall take into consideration the seriousness of the alleged violation and the particular circumstances involved, including whether the consulting firm intended by its nondisclosure of the conflict to mislead the Department or to gain an unfair advantage in the selection process.

2.1.7.2.6 The Department shall promptly disclose in writing any potential conflict of interest, either by a consultant firm or Department staff, to FHWA.

2.1.8 Longlisting of Consultants Expressing Interest (23 CFR 172.7(a)(1)(i))

Prior to the next Committee meeting, the Chair will compile and distribute to all voting members the Letters of Interest received by the deadline. Letters of Interest received after the deadline will not be reviewed or considered further for that particular project or consultant services contract. After reviewing the eligible firms and their Letters of Interest, applicable work experience, and staffing capabilities to perform the scope of work desired, the Committee will vote to nominate a "longlist" of consultants to be considered during the next appropriate Committee meeting. Any firm deemed nonresponsive to the posting requirements will be considered ineligible for consideration. The vote is based on a majority rule of the quorum members present.

2.1.9 Shortlisting of Consultants Expressing Interest (23 CFR 172.7(a)(1)(i))

The Committee shall review and rank the firms based upon a review of their applicable work experience, staffing capabilities, current workload, past performance, reference checks, and other applicable knowledge of the firm. The Committee will recommend a minimum of three (3) of the longlisted firms to the "shortlist." For on-call consultant services contracts where more than one contract will be awarded, 3 or more firms may be considered for the shortlist. The total number of shortlisted firms will be determined by the Committee and the vote is based on a majority rule of the quorum members present. It is permissible to use sub-consultants in the event that a responding firm does not have the expertise

to complete all tasks within the posting. The Letter of Interest should explain the activities/disciplines the firm will be sub-contracting to other firms.

It should be understood that at the time of shortlisting if a firm(s) have an existing active on-call contract for the same services and there exists more than 1/3 contract authority unassigned in that agreement then that firm is not eligible for shortlisting on the new contract.

The Department is permitted to pursue procuring a contract under a noncompetitive method if there is limited response to a solicitation due to factors such as complexity or specialty services required, and it is determined that competition is inadequate and it is not feasible or practical to issue a new solicitation.

2.1.9.1 Suspension, Debarment and Consultant Eligibility (23 CFR 172.11(c)(4))

Prior to recommending the shortlisted firms to Bill Cass a review of each of the shortlisted firm's eligibility status shall be reviewed. The Consultant Committee chair shall review the SAMS website to see if any of the shortlisted firms have been suspended or debarred from entering into an agreement or contract. The Consultant Committee chair shall verify suspension and debarment actions and eligibility status of the consultant and their sub-consultants.

Having "Exceptions" on the SAMS website may not necessarily result in changing the recommendation for shortlisting or disqualification for selection on this contract, but will be considered in determining the consultant's selection eligibility. The chair shall indicate any exception, identify to whom or what agency it applies and state the date(s) of any and all action(s). If exceptions are found they shall be discussed with the committee and reviewed to see if the exceptions would have a bearing on the committee's recommendation for shortlisting. If so a re-vote on the shortlisting shall be required. All the above information shall be disclosed in the Shortlist Approval Memo.

2.1.10 Establishing the Negotiation Sub-Committee

Upon establishing the shortlist, the Committee Chair will appoint a Negotiation Sub-Committee for the purpose of conducting contract negotiations with the firm ultimately selected for the assignment. The Sub-Committee will be chaired by a voting member of the Committee as well as two (2) other voting members. Other non-voting, special members may be named to aid with project scope of work development, fee negotiations, and other project-related activities. For unique or high-cost projects, the entire Committee may serve as the Negotiating Sub-Committee. The Sub-Committee Chair will develop the Shortlist Approval Memo for signature by the Committee Chair and subsequent approval by the Division Director and Assistant Commissioner.

2.1.11 Approval of Recommended Shortlist

Following review of the Shortlist Approval Memo, the Assistant Commissioner via MTS will either approve the recommended shortlist and return to the Committee Chair or will return the

recommendation to the Committee for further appropriate action. The shortlist shall be posted to the Department's website once approved. See Appendix 2.1.11 – Shortlist Approval memo.

2.1.12 Request for Proposals (RFP) (23 CFR 172.7(a)(1)(ii))

2.1.12.1 *RFP Preparation – Support*

Following approval of the shortlist, the RFP will be prepared by the staff of the Bureau initiating the project. For projects involving more than one Bureau, the Administrators of those Bureaus will agree on which Bureau will serve as the lead in the RFP preparation (generally, this will also be the Bureau that will manage the agreement). The RFP shall contain sufficient information for the consultant to prepare the submission, including technical information related to the requested scope of services (Scope of Work Checklist), the Committee's evaluation criteria for selection, the compensation format, and the Department's Disadvantaged Business Enterprises (DBE) goal established in accordance with 49 CFR Part 26 if financed in whole or in part with federal funds. The RFP shall also include technical proposal formatting requirements (see Appendices 2.1.12.1a and Appendix 2.1.12.1b respectively for sample standalone and on-call requirements). The Department's DBE annual goals are typically achieved through the Department's construction contracts, so a defined DBE goal on a design project, while encouraged, may not be mandatory.

2.1.12.2 *Issuing the RFP*

The Sub-Committee Chair will prepare and e-mail the RFP to the approved shortlisted consultants. The RFP's will be sent under the signature of the Committee Chair and shall specify a due date for receipt of the technical proposal. A confirmation of receipt should be requested to ensure the RFP information was received by the consultant. Technical proposals received after close of business on the listed due date in the RFP will not be reviewed or considered further for that particular project or consultant services contract. Typically, consultants are afforded approximately 30 calendar days to prepare the technical proposal. See Appendix 2.1.12 for a sample Request for Proposal Letter.

2.1.12.3 *Consultant Submission*

Based on the directions received with the RFP letter, each of the shortlisted consultants must submit a technical proposal. Failure to follow the RFP instructions may result in a rejection of the proposal and disqualification of the firm from that selection, as being non-responsive to the RFP instructions. If a consultant fails to submit a technical proposal, or the proposal is rejected for some reason, depending on the number of firms shortlisted the next recommended longlisted firm may be asked to submit a technical proposal following the process described in Section 2.1.12.2. Any previously submitted proposals by other firms will be held until the newly solicited firm submits their technical proposal. The technical proposals will be reviewed and rated once they are all received. Electronic and/or paper copies (the specific type and number will be determined by the Committee and shall be contained within the RFP letter) of the technical proposal shall be returned to the Department by each of the shortlisted consultants, addressed to the Committee Chair.

2.1.13 Preparation for Rating the Technical Proposals

Committee members will review each technical proposal and may assign specific sections of the scope of work to their staff for more detailed examination.

2.1.13.1 *Oral Interviews*

When a project is more complex and/or publicly sensitive or unique, the Committee may recommend conducting oral interviews with the shortlisted firms as part of the rating process. The determination to require oral interviews occurs at the issuance of the RFP and will include how the interviews will be used in the selection process.

2.1.14 Rating of Technical Proposals (23 CFR 172.7(a)(1)(iii))

At a Committee meeting, Committee members will present a summary of their reviews of the technical proposals, with support of appropriate staff.

Following discussion and presentations relative to the technical proposals, the Committee will evaluate and rate the shortlisted firms in the order of preference and shall consider the qualifications of all sub-consultants identified as participating on the project. The evaluation criteria include comprehension of the assignment (20%); clarity of the proposal (20%); capacity to perform in a timely manner (20%); quality and experience of project manager/team (20%); previous performance (10%); and overall suitability for the assignment (10%) (see Appendix 2.1.14 for sample scoring forms). The evaluation criteria and/or percentage may be changed at the discretion of the Committee. Any changes in criteria or percentages will be identified and included within the RFP (section 2.1.12.1). If oral interviews are required, the above evaluation criteria will be adjusted to include the interview scoring into the criteria.

Price or cost related items (including the firms indirect cost rate), as well as in-state or local preference, cannot be considered when rating or selecting a consultant firm. While New Hampshire professional licensure for design and construction contracts is required, it is not a requirement that the firm or engineer be located within the State.

2.1.15 Recommended Selection of Consulting Firm

The overall order of rating will be determined by a written vote of a quorum of the Committee members present. The Sub-Committee Chair will prepare and submit through MTS a memo outlining the Committee's recommendation, signed by the Sub-Committee members for presentation to the Division Director and for approval by the Assistant Commissioner (see Appendix 2.1.15 for a sample memo). The Assistant Commissioner shall approve the recommended selection of the consulting firm or return the recommendation to the Committee for further appropriate action. A selection of consultant firm recommendation shall be returned to the Committee Chair.

2.1.16 Notification to Consultants on Selection (23 CFR 172.7(a)(1)(iv)(E))

The Sub-Committee Chair will prepare letters, for signature by the Committee Chair, notifying all shortlisted firms of the approval of the top-rated firm. Shortlisted consultants will be notified of either their selection (see Appendix 2.1.17a or Appendix 2.1.17b) or non-selection (see Appendix 2.1.16).

2.1.17 Selection Letter

The Sub-Committee Chair will contact the top-rated firm notifying them of their selection for the contract. The letter will notify the firm of the need to make arrangements for that firm's pre-award technical review, preparation of the contract scope of work, and development of a (including the submission of a blank fee proposal for use by the Department in developing the IGE. The letter notifies the firm of the option to meet to further establish the scope of work and to discuss the presentation format for the fee proposal. The Selection Letter to the consultant (see Appendix 2.1.17a and Appendix 2.1.17b respectively for standalone and on-call contracts) shall list the Contract Manager's contact information and request submission of following documentation:

- Pre-Award Technical Review documentation, which includes:
 - A Certified Salary Rate Table that lists all employees anticipated to work on the project,
 - Completed Salary Rate Calculation Form (for project-specific or multiphase contracts only),
 - Current payroll register/journal
 - A copy of the consultant's current overhead/indirect cost rate submission documentation.
- Blank fee proposal matrix for development of the Department's Independent Government Estimate (IGE).
- Consultant contact information.

2.1.17.4 Salary Rate Calculation Requirements

Prior to submission of the fee proposal, the consultant shall submit a Certified Salary Rate Table (see Appendix 2.1.17.4a and Appendix 2.1.17.4b for examples) listing the certified payroll rates of all employees anticipated to work on the project, their classification, and the average (also referred to as the "blended rate") classification rate proposed. For project-specific or multiphase contracts, the consultant must also submit a completed Salary Rate Calculation Form, which must include calculated rates using the Department's current approved escalation rate. This form shall be reviewed and approved by the Contract Manager prior to submitting the technical review request and the fee proposal submission.

The payroll rates used shall be the employee's actual, current, certified direct labor rates. The rates shall not include any rounding, escalation, anticipated raises or promotions. Since these rates will be verified during the pre-award technical review by the Internal Audit Office, the consultant must send a current payroll register/journal for employees who will be working on the project. The payroll register/journal shall correspond with the rates listed in the salary schedule and calculation form and must contain the employee name, number of hours worked for the pay period, and the gross pay for the hours worked.

2.1.17.4.1 Salary Rate Calculations for Standalone Agreements

The Certified Salary Rate Table and Salary Rate Calculation Form will be used to create the anticipated salary rates used for each classification in the fee proposal. Once the classification rates are reviewed and approved, they are used to create the budget; however actual salary rates are paid.

2.1.17.4.2 Salary Rate Calculations for Statewide On-Call Agreements

The Certified Salary Rate Table will be used to create the salary rates for each classification and to calculate task order assignment budgets (task order hours and not to exceed dollar value), however actual salary rates are paid. The consultant is required to submit a new Certified Salary Rate Table when task order assignments are negotiated under an on-call agreement.

2.1.17.5 Pre-award Technical Review

All prime consultants shall have a Technical Review completed. A pre-award technical review shall also be conducted for any sub-consultant whose estimated fee for services is equal to or greater than \$200,000 . If it is determined that a sub-consultant's fee has potential to meet or exceed the \$200,000 after the Pre-Award Technical Review has been completed, the Contract Manager shall request that an additional review be performed for the sub-consultant.

The pre-award technical review is performed by the Department's Internal Audit Office and must be requested prior to the fee proposal submission. The purpose of the review is to determine whether the consultant's proposed costs are reasonable, can be supported, and are in accordance with Department policy. Review recommendations are then considered during negotiations with the selected firm. All sub-consultants that do not meet the requirements for Pre-Award Technical Review shall submit Indirect Cost Rate Audit documentation or a signed Sub-Consultant Indirect Cost Rate Self-Certification (Appendix 2.1.17.6) as part of the prime consultant's Pre-Award Technical Review.

The Contract Manager requests the pre-award technical review by sending a Technical Review Request memo (see Appendix 2.1.17.5 for a sample memo) to the Internal Audit Administrator in MTS. The Contract Manager should also attach copies of the Certified Salary Rate Table(s), approved Salary Rate Calculation Form(s) (for project-specific or multiphase contracts only), and current payroll register(s)/journal(s) for both the prime consultant and any sub-consultant who meet the technical review threshold for sub-consultants. Additionally, the Contract Manager should provide indirect cost rate documentation submitted by the selected firm and sub-consultants, or sub-consultant indirect cost rate self-certification forms (see Appendix 2.1.17.6 for template), as required. The Contract Manager's approval of the Salary Rate Calculation Form shall be noted in the memo.

Once the requested documentation is received, the Internal Audit Office examines the consultant's proposed labor and indirect cost rates. Independent labor rate calculations are performed using the consultant's payroll register/journal and are compared with the rates listed by the consultant on the Certified Salary Table and/or Salary Rate Calculation Form. The Internal Audit Office also verifies that

the consultant has an approved indirect cost rate on file in accordance with the requirements outlined in Section 2.1.17.6.

Following the review, the Internal Audit Office will issue recommendations directly to the Contract Manager. A copy of the recommendations is also uploaded and routed to the Deputy and Assistant Commissioners in MTS. The Deputy Commissioner, or designee, shall issue administrative direction or guidance (if necessary) after review of the recommendations and inform the Sub-Committee Chair, Auditor, Administrator of the Bureau of Finance and Contracts, and FHWA, when required.

2.1.17.6 Overhead/Indirect Cost Rate Submission Requirements

Consulting firms providing services under a contract reimbursed with FAHP funds are required to develop an indirect cost rate in accordance with the Federal cost principles outlined in the Federal Acquisition Regulations (FAR) of part 31 of title 48, Code of Federal Regulations. Likewise, as a contracting agency, the Department is required to accept indirect cost rates developed in accordance with the Federal cost principles and apply those rates for the purposes of contract estimation, negotiation, administration, reporting, and contract payment.

To comply with regulatory requirements, the selected firm, or sub-consultants with a cumulative active contract total of \$200,000 or greater (this includes all Federally funded contracts with NHDOT oversight), must submit an Indirect Cost Rate Audit and required documentation (as listed below) to the Internal Audit Office in the following circumstances:

- Prior to contract negotiations during the pre-award technical review process, unless the firm has a current approved indirect cost rate on file.
- Annually for each fiscal year work is performed under a contract, unless the indirect cost rate is fixed for the duration of the contract.

The terms of the agreement require that the stated indirect cost rate be used for the life of the agreement when invoicing overhead applicable to direct salary costs. However, Project Specific (Multi-Phase) contract language also specifies that payments will be adjusted during final audit to agree with the approved annual indirect cost rate applicable to the period in which work was performed.

Annual indirect cost rate submissions are due within six months of the consultant's fiscal year end and shall be submitted to the Internal Audit Office either electronically or in writing. Upon receipt, the Internal Audit Office will perform a risk analysis to obtain reasonable assurance that the firm's indirect cost rate was developed in accordance with the FAR cost principles. To comply with the FAR, the firm's Indirect Cost Rate Audit must meet the following requirements:

- Be conducted by an independent Certified Public Accountant (CPA), a Federal government agency, or another state transportation agency.
- Be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) issued by the U.S. Government Accountability Office (GAO) and with the cost principles and procedures set forth in part 31 of the FAR.

- Follow the guidance of the most recent American Association of State Highway Transportation Officials (AASHTO) Uniform Audit and Accounting Guide for Audits of Architectural and Engineering Consulting Firms (AASHTO Audit Guide).

Along with the Indirect Cost Rate Audit, the firm is requested to submit the following documentation:

- AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers form with the required attachments.
- Certification of Final Indirect Costs as required pursuant to 23 CFR 172.11 and FHWA Order 4470.1A.
- Complete copy of the firm's annual audited financial statements.
- Analysis of reasonableness of executive compensation as outlined in the AASHTO Audit Guide.
- Cognizant letter of concurrence issued by a cognizant agency, if available.
- A listing of all contracts, with dollar amounts, the consultant currently has with NHDOT as a prime consultant or sub-consultant.

Upon completion of the risk analysis, the Internal Audit Office will notify the consultant by letter of their approved indirect cost rate. The rate remains valid until the earlier of the due date or approval of next year's submittal, unless the Internal Audit Office determines the rate must be adjusted. Internal Audit will also notify the Negotiation Sub-Committee Chair of the firm's approved indirect cost rate during the pre-award technical review phase as outlined in section 2.1.17.5. A contract shall not be executed, or change order issued, if the selected firm does not have a current approved indirect cost rate on file with the Internal Audit Office.

All sub-consultants with a cumulative fee total of less than \$200,000 in active contracts, providing services under contracts reimbursed with FAHP funds are required to develop an indirect cost rate in accordance with the Federal cost principles outlined in the Federal Acquisition Regulations (FAR) of part 31 of title 48, Code of Federal Regulations. Sub-consultants who meet these criteria shall submit a signed Sub-Consultant Indirect Cost Rate Self-Certification (Appendix 2.1.17.6) form as part of the prime consultant's Pre-Award Technical Review.

The Consultant Selection Committee will work with the Internal Audit Office annually to identify consultants and sub-consultants with active contracts who are required to have an annual indirect cost rate on file. The Chair of the Consultant Selection Committee will send a notification of the requirement to submit an annual Indirect Cost Rate Audit and required accompanying documentation to the identified consultants and sub-consultants.

The Internal Audit Office will perform a one-time courtesy audit for small consulting firms located in New Hampshire who do not have a current CPA-audited indirect cost rate. However, the consultant is required to submit an Indirect Cost Rate Audit prepared by an independent CPA and shall comply with the requirements listed in this section, upon completion of the following fiscal year.

2.1.17.7 Fee Proposal Submission

Following the technical review, the Consultant firm shall submit an electronic copy of the BLANK fee proposal matrix and scope of work to the Sub-Committee Chair when the fee matrix is finalized and complete so the Department staff can develop an Independent Government Estimate (IGE) prior to the submission of the Consultant's Fee Proposal. No hours should be included in the blank fee matrix, but the approved direct labor and indirect cost rates from the pre-award technical review and the proposed fixed fee percentage should be included.

During the fee negotiations, the following guidance should be considered:

- The indirect cost rate is non-negotiable. An approved indirect cost rate may be extended (fixed) for the duration of the contract provided that both the Department and the consultant agree to such terms. Also, a lower indirect cost rate may be accepted for use on a contract only if submitted voluntarily by a consultant. However, agreement to extend or voluntarily offer to lower the indirect cost rate shall not be a condition or qualification for consideration for the work or contract award. It should be noted when a firm request to use a lower than actual indirect cost rate, the rate requested shall be fixed for the life of the contract.
- The fixed fee is a negotiable part of the contract. Typically, the Department has set a maximum fixed fee of 10% for cost-plus-fixed-fee and 15% for lump-sum compensation methods, but the fee can be adjusted based upon risk, complexity of the work, required timeframes, etc. Any negotiation of the fixed fee portion of the contract should be explained in the Front Office Fee Approval memo when requesting approval of the contract amount.
- Direct labor rates are a negotiable part of the contract. Any negotiation of the direct labor rates portion of the contract should be explained in the Front Office Fee Approval memo when requesting approval of the contract amount. If direct labor rates are negotiated after the pre-award technical review is completed, a copy of the Front Office Fee Approval memo, outlining the negotiated rates, shall be copied to the Internal Audit Office for their records. A new pre-award technical review is not necessary if direct labor rates are negotiated subsequent to these reviews being completed. The Internal Audit Office shall be copied on any documentation to change direct labor rates based upon contract negotiations.
- Rounding of direct labor and classifications rates is not permissible in the fee proposal. Rather, the rates shown in the fee proposal should reflect rates listed in the pre-award technical review memo issued by the Internal Audit Office.
- "Loaded rates" (i.e., rates that include direct labor, overhead and profit as one hourly labor rate) shall not be used in the fee proposal calculations. The fee proposal shall list salary rates separately from overhead and profit.
- Vacant positions within a labor classification should be reviewed and treated on a case-by-case basis. Vacant positions shall not be included in the average rate calculation for a classification that contains multiple employees. For a classification with one or two employees, a determination will be made as how to treat the salary rate of that vacant position with regards to the average salary rate within that classification.

- A firm may charge clerical or administrative staff as an indirect cost or on an hourly rate basis, but not both. If clerical or administrative staff are charged as an indirect cost, they cannot be included in the salary rate classification calculations.
- A sub-consultant may be paid as a direct expense when a sub-consultant fee is less than \$200,000.

A fee proposal submission is not required for an on-call/IDIQ contract since such contract has a pre-determined set maximum fee at the onset. An on-call contract does require the use of average classification labor rates to develop the profit/fee for each task order assignment. See Section 2.1.17.4 for use of the Certified Salary Rate Table for on-call contracts. Certified pay rates for an on-call contract will be requested prior to executing a contract to establish and initial average rates.

The consultant shall submit their fee proposal to the Committee Chair in pdf format only. The fee proposals shall be e-mailed to the Committee Chair only and shall clearly be labelled "Fee Proposal for Project XXXXXXXX, Project Number XXXXX" in the subject line. The fee proposal file will remain unopened until the Department's IGE is complete and set by the Consultant Selection Committee.

2.1.18 Develop/Adopt the Department Independent Government Estimate (IGE) (23 CFR 172.7(a)(1)(v)(B))

The Sub-Committee Chair, with staff support, shall develop an IGE to perform the specified services using the approved scope of work and blank fee matrix previously submitted by the consultant per Section 2.1.17. The estimate shall contain an appropriate breakdown of the specific types of labor required, work hours, estimate of the consultant's fee, and direct expenses. See Appendix 2.1.18 for sample IGE forms, or the Department staff may use the blank fee matrix developed by the consultant in Section 2.1.17. This estimated fee shall be presented to the Committee by the Sub-Committee or designated staff. The Committee will discuss/review/amend and recommend the total number of hours and total contract fee by majority vote of the quorum voting members present, which will become the Department's IGE for final negotiation purposes. Completion and approval of the IGE must be completed prior to viewing the consultant's fee proposal.

2.1.18.1 Simultaneous Technical Proposal and Cost Proposal Submissions (23 CFR 172.7(a)(1)(ii)(F)) and 23 CFR 172.7(a)(1)(v)(D)

This method, while allowed by Federal rule has never been used by the Department, allows for the submission of the cost proposal or elements of the cost proposal at the same time as the technical proposal submission. Although the documentation is submitted at the same time, the technical and fee proposals must be submitted in separate concealed formats. The technical proposals for all solicited firms are opened, reviewed, and scored based upon qualifications. Cost proposals are kept sealed until the most qualified firm is selected.

Once the most qualified firm is selected based upon their technical proposal, their cost proposal may be opened and the fee negotiated. The concealed cost proposals from the unsuccessful firms shall remain unopened and returned to the firms.

2.1.19 Negotiation of Fee for Consultant Services

The Sub-Committee will review the consultant's fee proposal in detail, utilizing the Project Manager and Bureau staff, as appropriate.

2.1.19.1 *Accept Fee*

The Sub-Committee may accept the fee submitted by the consultant. The Sub-Committee shall exercise sound judgment in accepting the fee and provide their rationale for comparison to the Department's IGE.

2.1.19.2 *Reject Fee*

The Sub-Committee may reject the initial fee outright as being disproportionate with the Department's IGE to commence negotiations. In this case, the Sub-Committee will state their reasoning for such decision and advise the consultant to submit a revised fee proposal.

2.1.19.3 *Negotiate Fee*

The Sub-Committee may negotiate each part of the total fee with the consultant, using the Department's IGE as a guide. This process may involve several meetings between the Sub-Committee, Department staff, and the consultant (and sub-consultants) to review the hours/fee assigned to the tasks within the fee matrix.

2.1.19.4 *Unable to Agree on Fee*

If agreement on a fee cannot be reached, the Sub-Committee will refer the matter to the Committee. If the Committee concurs that agreement on a fee cannot be reached, the Committee will recommend to the Division Director and/or Assistant Commissioner that the negotiation/award process be terminated. If the Director/Commissioner concurs, the Committee will notify the Consultant that negotiations are terminated and will request a fee proposal from the next highest consultant on the shortlist from the RFP technical proposal rating process. The process will restart beginning with Section 2.1.17 with the new consultant firm until an agreement is reached or the solicitation is terminated. See Appendix 2.1.19.4 for additional details pertaining to 40 U.S.C. 1104(b).

2.1.19.5 *Approval of Negotiated Fee*

Upon reaching agreement with the consultant on the estimated hours and fee, the consultant shall submit a final scope of work and fee proposal that incorporates all changes/recommendations from the negotiations. The Sub-Committee Chair will prepare and enter into MTS a Fee Approval memo, signed

by the Sub-Committee for presentation to the Division Director and for approval by the Assistant Commissioner (see Appendix 2.1.19.5 for a sample memo). The Assistant Commissioner shall either approve the recommended fee or return the recommendation to the Committee for further appropriate action.

2.1.19.6 FHWA Agreement Submission and Approval

If a project is determined to be a “Project of Corporate Interest (PoCI)”, or a “Project of Division Interest (PoDI) with PE oversight, by FHWA the contract selection and agreement shall be approved by FHWA prior to entering into a contract. After receiving approval of the fee by the Assistant Commissioner, the Sub-Committee Chair will advise the Administrator of the initiating bureau that agreement on the fee has been reached and that a submission may be made to FHWA. The submission shall include a copy of the Consultant’s scope of work and a copy of the final fee proposal in support of the approved fee, a copy of the draft agreement, and copies of the Department’s fee approval memo, the Department’s IGE, and the pre-award technical review memo. The submission shall be made by the appropriate staff of the initiating bureau. See Appendix 2.1.19.6 for sample transmittal letter.

Following appropriate review, comments, and modifications, FHWA concurrence/rejection of the firm and fee and the draft agreement should be received in writing. When disagreement occurs, further coordination with FHWA is pursued in order to resolve differences.

2.1.19.7 Notify Consultant

The Sub-Committee Chair will notify the Consultant in writing that the negotiated fee has been approved by the Department, subject to final approval by FHWA, if applicable.

2.1.20 Agreement Final Approval

Staff members of the initiating Bureau or administering Bureau will prepare the draft Agreement. Following approval of the fee by the Department and FHWA (if applicable), the draft agreement will be transmitted via email to the Consultant. The Consultant shall review the draft Agreement and contribute to the resolution of all questions and outstanding issues.

2.1.21 Preparation of Contract and Governor and Council Resolution

2.1.21.1 Preparation of Agreement Execution Documents

Staff members of the initiating Bureau or administering Bureau will prepare the final Agreement and a draft Governor and Council Resolution.

As part of the Agreement execution, the Consultant should be prepared to submit for inclusion in the contract the following Consultant-furnished Agreement Execution Attachments:

- i) Certificate of Good Standing, issued by the NH Secretary of State.

- ii) Certificate of Authority/Vote, granting the signor of the contract the authority to enter into the agreement.
- iii) Certificate of Insurance with amounts and conditions as stated in Article IV of the agreement.
- iv) All executed sub-consultant agreements shall be supplied.

The Agreement Execution Transmittal Letter will have specific requirements about each of the above (required dates, required signatures, etc.). See Appendix 2.1.21.1 for a sample letter

2.1.21.2 Execution of Agreement by the Consultant and the Department

The Bureau preparing the Agreement forwards the Agreement Transmittal Letter, Department-furnished Agreement Execution Attachments #1 thru #6, Attorney General Approved Sample Certificates of Authority/Vote, and the final Agreement to the Consultant firm for their execution. The consultant firm will execute the Agreement in accordance with the Agreement Execution Transmittal Letter. After the consultant-executed Agreement has been received by the Department, the Bureau preparing the Agreement or the Contracts Section of Finance & Contracts will finalize the Department execution of the Agreement by obtaining the Assistant Commissioner's signature where required and entering the date of execution in the Agreement Preamble. The Contracts Section of Finance & Contracts will process the execution of Highway and Bridge Design agreements that will ultimately result in construction projects.

2.1.21.3 Document Review

The draft G&C Resolution and all required support documents are entered into MTS to be routed for review and approval by the Bureau of Finance and Contracts, the Division Director, and Assistant Commissioners (and returned to the initiating bureau for revisions, if required) before submission to the Commissioner for signature.

2.1.21.4 Final Resolution

Upon receipt of the Commissioner's signature on the G&C Resolution, the Bureau of Finance and Contracts attaches the required number of copies of the agreement and the package is then forwarded to the Office of the Attorney General and the Department of Administrative Services for further review and processing.

2.1.21.5 Other Department Processing

The Bureau of Finance and Contracts tracks and expedites the circulation of the documents through the Office of the Attorney General and the Department of Administrative Services to obtain all requisite reviews and approvals prior to inclusion on a G&C meeting agenda. The Bureau of Finance and Contracts shall coordinate any questions or required additions/revisions with the Director and/or initiating or managing bureau for resolution and resubmission through the process.

2.1.22 Agreement Approval/Disapproval

2.1.22.1 *Governor and Council Action*

The contract documents will be presented to G&C as an agenda item for appropriate action, including approving, disapproving, or tabling the agenda item. Should G&C table or disapprove the agenda item, the Bureau Administrator of Finance and Contracts shall advise the Director and others, as needed, so that the initiating or managing bureau may take the appropriate action.

2.1.22.2 *Agreement Forwarded to FHWA*

Upon receiving notice of approval by the Governor and Council and if the Agreement is Federally-funded, the Bureau of Finance and Contracts forwards a copy of the Agreement to FHWA for their records. If formal FHWA approval is required, the Bureau of Finance and Contracts will also include an original Agreement in the FHWA package. FHWA approves (stamps) the original Agreement, and returns it to the Bureau of Finance and Contracts, and also issues a form to the Department (Director) authorizing the work.

2.1.23 Notice to Proceed

Upon receiving G&C contract approval, and if required FHWA approval, the Project Manager or the initiating or managing bureau staff shall notify the consultant in writing that the work may proceed (see Appendix 2.1.23a Notice to Proceed-Standalone and Appendix 2.1.23b – Notice to Proceed – On-Call).

The contract becomes effective immediately upon G&C approval, but a formal Notice to Proceed will be sent to the consultant firm prior to work beginning. If FHWA approval is required, the Notice to Proceed will be delayed until FHWA approval is received.

The Department will not reimburse the consultant for any expenses incurred prior to the proper approval of the agreement and the subsequent issuance of the Notice to Proceed.

2.1.24. Liability for Quality, Technical Accuracy, and Errors.

This section identifies the Department's position regarding cost recovery from the consultant for errors or omissions in the construction documents which result in increased construction costs.

The cost recovery process is to minimize or eliminate cost recovery situations on Department construction projects. This can be accomplished through a cooperative partnership between the Department and the consultant based on the following criteria, principles and guidelines:

- Involvement of the designer, early and often, allows the designer the opportunity to anticipate and resolve design related problems, or mitigate their impact as they are recognized in the field.
- Maintain an atmosphere of open communication between the consultant and Department staff.
- Consideration of all design issues and mitigating factors before assigning "blame" for problems in the field.

- Immediate notification of the consultant when a problem is identified.
- Fair and efficient resolution of the construction problem.
- The process cannot delay the progress of the active construction project, which could result in additional costs through contractor claims and/or time extensions.
- Sensitivity to the needs of the consultant industry in terms of liability and insurance concerns.
- Litigation is a last resort; every effort will be made to settle the claims amiably and cost effectively, if they cannot be avoided altogether at the start.
- Increase the consultant's professional and financial accountability for the quality of their work.

Each construction problem with potential cost recovery issues will be addressed on a case-by-case basis. However, the following general criteria will be employed by the Department in assessing responsibility for additional construction costs resulting from design errors or omissions.

2.1.24.1 No Cost Recovery Charges to the Design Consultant

If the error or omission results in increased construction costs that the Department would have reimbursed had the design documents been prepared correctly, then no charge will be assessed to the consultant. However, the Consultant Evaluation (see Appendix 2.1.40) will document the problem. A simple example is omitting a necessary drainage pipe from the plans.

2.1.24.2 Cost Recovery Charges Assessed to the Design Consultant

If the consultant's plan error or omission results in additional costs to the Department beyond the amount had the plans been accurate, then the consultant will be invoiced the additional expense.

2.1.24.3 Breach of Contract

Each Department contract contains provisions concerning breach of contract. See individual contract agreements for the exact wording.

2.1.25. Contract Management

Consultant activities under an agreement are managed by various bureaus and staff within the Department.

For project-specific contracts, contract management is the responsibility of the Project or Contract Manager assigned by the administering Division. The Project or Contract Manager, in turn, is assisted by a project team assembled from other bureaus, as appropriate. Administrative assistance is provided by the bureau administering the agreement and, as needed, by other bureaus within the Department. For on-call agreements, the process is the responsibility of the bureau administering the contract, with approvals/assistance by others, as appropriate.

2.1.25.1 Project Development Contract and Cost Management Process

The Project or Contract Manager, Project Team Lead, and/or Bureau Administrator (herein referred to as “Project Manager”) are responsible and accountable for maintaining technical and administrative control of the project. The Project Manager has the authority to guide work activities and oversee the budgetary limitations for work performed through consultant/contractor contracts for projects under their management. Should no Project Manager be directly assigned to a project or program, the responsibility falls upon the “lead person” (typically Bureau Administrator or Section Chief). The Right-of-Way Engineer is responsible for managing the requirements of Project Development within the Bureau of Right-of-Way. The Construction District Engineers are responsible for the construction management and oversight through the assignment of a project Contract Administrator.

2.1.26 Contract Kick-Off Meetings

Prior to beginning any contract work, the Department team should meet with consultant staff (unless not required per the agreement), to review contract requirements from a contract management standpoint. Discussion topics should include invoicing requirements, progress reporting, anticipated use of direct expenses, and the contract amendment process to ensure the costs incurred on the project are eligible and reimbursable. The Department should clarify that in-scope supplemental work shall not be initiated without reaching a prior agreement regarding whether the work is warranted and the scope for the work effort is established. A determination as to whether a contract amendment is required also needs to be explained. The supplemental work process is detailed further in the following sections.

The consultant shall also be informed that invoices will not be processed until the prime consultant has submitted to the Department copies of all subcontract documents as required in the contract.

2.1.27 Out-of-Scope Services

For any additional engineering and design related services outside of the scope of work established in the original request for proposal, the Department shall:

- (i) Procure the services under a new solicitation;
- (ii) Perform the work itself using internal staff; or
- (iii) Use an existing on-call services consultant, under which the services required would be within their scope of work.

2.1.28 In-Scope Services Supplement

“In-scope” supplements are for cost-plus-fixed-fee reimbursed contracts in which the original scope requires extra effort to complete due to issues beyond the consultant’s control. Modifications are generally not required to address minor changes, which are compatible with the existing scope of services, unless the changes could result in an increase to the maximum amount payable. However, if the in-scope supplements are significant, a contract amendment per Section 2.1.37 may be required.

While a well-detailed scope of services will reduce the need for modifications, design is an iterative process and changes will most likely occur. Modifications are generally used to authorize changes in project schedule, budget, and/or an expanded scope of services (be aware of section 2.1.27). The consultant generally initiates contract modification(s) with concurrence of the Project Manager. The consultant is required to provide the Department written justification, supportive documentation, and cost proposals prior to any work being performed. The following is a general set of parameters that should be followed when considering a contract modification:

- A modification should be prepared, processed and executed by all parties before commencing the work. Under certain situations, the work may need to be advanced to maintain critical project schedules. The Project Manager, with concurrence from the Assistant Director of Project Development and FHWA (for oversight projects), shall define the circumstances under which the work can be advanced and agree to the short-term cost containment measures, including task specific upset budget limits, to be followed by the consultant prior to processing the formal adjustment as outlined by this guidance;
- A contract modification for a time extension shall be processed before the expiration of the contract. The typical timeframe for processing a contract modification through the G&C approval process is approximately two (2) to three (3) months. Depending upon the length of the time extension and reason, a cost adjustment for scope changes or inflationary amendment may be warranted;
- The consultant is responsible to notify the Project Manager immediately during the contract period if it appears that additional compensation may be necessary. Requests for supplemental compensation must be evaluated by examining the consultant's progress and satisfactory completeness of past work tasks meeting the Department's design criteria. Justifications for additional fee could consist of a change in the character or complexity of the work or extra work requested by the Department;
- For reduced scope of work, the contract time or the maximum payable should be processed as a modification so the consultant will not have appeared to default or otherwise not perform work required under the contract.
- Amendments to the scope of work shall not automatically warrant an increase in the fixed fee portion of a cost-plus-fixed-fee reimbursed contract. The size and complexity of the permitted changes to the scope of work, or increase in duration of the contract, may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee reimbursed contracts.

An example of potential in-scope supplement is a project design that required an expanded closed drainage design not originally in the negotiated scope due to environmental permitting that was beyond the Department's control. As a result, the revised drainage design would require the design of a more extensive closed drainage system and additional water quality treatment basins resulting in more time

to complete the design. While the project's scope of work includes drainage design, the level of design scope would substantially increase and warrant increasing the fixed fee due to the higher order design for closed drainage and treatment basin to be carried forward in each subsequent plan development phase.

In-scope supplements can be challenging to administer and document. Approval for all extra work should be obtained before work is initiated. It remains important for the Project Manager to have effective and manageable oversight of the work effort and expenditures, which is accomplished through close review of the consultant's monthly invoicing.

If the consultant has supporting documentation to justify an in-scope supplemental adjustment, the Project Manager shall initiate negotiations for the increased work effort and inform the Assistant Director of Project Development.

Because the Project Manager is required to manage contract expenditures, reallocations within the budgeted phases must be reviewed before processing any amendment to the contact total. If budget reallocation can be accommodated within the current contract due to consultant's efficiencies to complete prior and/or future tasks, the Project Manager shall provide a memorandum through the Assistant Director of Project Development to the Director of Project Development outlining the budget shifts, reasons for the shift, and seek the Director's approval when the reallocation shifts fees between sub-consultant(s) and/or direct expenses. Upon approval, the Project Manager shall process the contract reallocation and provide documentation to FHWA, if the project has federal oversight. With concurrence from FHWA, if required, contract reallocations may be granted and the consultant shall adjust the invoice account balance for the budget adjustments.

If the contract budget is increased and budget reallocations cannot be accommodated, the process will follow the same approach as "out-of-scope" services noted above in Section 2.1.27.

2.1.29 On-Call or Indefinite Delivery/Indefinite Quantity (IDIQ) Contracts

2.1.29.1 Task Order Development Process

The development of task order assignments for on-call/IDIQ contracts is essential for tracking and documentation of consultant work scopes and project budgets. This documentation establishes agreed upon work tasks and allows Project Manager to plan accordingly for project estimates. On-call contracts also have a maximum expenditure limit for other projects during their contract term. The lead bureau shall develop task order assignment procedures that follow prescribed contract requirements and provide adequate documentation for accountability of all expenditures.

2.1.29.2 Determining Task Order Scope of Work

Work performed under an on-call/IDIQ contract is managed through individual task order assignments that are negotiated. The contract manager will work with the consultant to develop an assignment scope of work. The project details needed to develop the scope are discussed with the consultant. The

scope must be representative of the tasks laid out in Article I (and/or Attachment A of the agreement) of the applicable contract approved by G&C, and agreed upon by both the Department and the consultant.

2.1.29.3 Determining Task Order Fee

Following development of the scope, the consultant must also submit a revised Salary Rate Table showing staff names, classifications, and average classification rates for staff anticipated to be assigned to work on the specific task order assignment. If any labor rates have been adjusted since submission of documentation for the pre-award technical review the changes should be noted. The labor rates listed in the table will assist with fee development, but the consultant will be reimbursed for actual direct labor rates for employees working on the project. Prior to submitting their fee proposals, the consultant shall submit a blank fee matrix so the Contract Manager can develop an IGE based on the tasks outlined. Once the IGE is complete the Contract Manager can request the consultant's fee proposal. The IGE and proposed fee are then compared to determine whether they are in a reasonable range. If there is substantial difference, negotiations may be needed to either clarify and agree on the scope, hours and/or fee.

Once agreed upon, the consultant's approved scope and fee are combined and represent a complete proposal and become the basis for the Authorization to Proceed.

Prior to issuing an Authorization to Proceed notice, the Project Manager/lead person shall obtain approval of the task order assignment in accordance with the *Statewide Task Order Approval Process* memo dated October 13, 2015 (see Appendix 2.1.29.3). Because most task order assignments are charged to another project, prior to issuing an Authorization to Proceed notice, the Contract Manager shall ensure that there is funding available in the project being charged and the vendor, funding, and scheduled work effort, is transmitted and approved by the Project Manager of the project being charged. The Project Manager shall ensure that ProMIS reflects the required vendor and that the funding is accounted for in the project.

2.1.29.4 Authorization to Proceed

Following approval of the task order assignment, the Contract Manager shall notify the consultant with authorization to proceed with the work. Notifications shall consist of a written Authorization to Proceed letter (see Appendix 2.1.29.4 – Task Order Authorization to Proceed), which details the scope of work and the expected costs. Once signed by the consultant, as concurrence they agree with the terms of the task order assignments as stated in the ATP, the letter shall be distributed to the cc list. Email or verbal assignments shall be followed with written documentation as soon as possible.

2.1.29.5 Amending Task Orders

As individual task orders are worked on it may become necessary to amend a task order to include additional in-scope services. The Project Manager and consultant should work together to determine if this is necessary. Once it is determined that additional services need to be added to a Task Order assignment the amendment process can begin. No work on this amendment shall occur without prior

written authorization by the Contract Manager. This should follow basically the same process as an individual task order assignment:

1. The Contract Manger should contact the consultant and ask them to develop a scope of work for the amendment. If necessary, a face-to-face meeting should occur to discuss the work effort involved.
2. The consultant firm should develop a scope of work for the amendment. This scope of work is negotiated and revised as necessary to incorporate DOT staff and consultant firm staff recommendations and assumptions.
3. The consultant firm will then develop a fee matrix for the amended scope of work. Sending a blank fee matrix to the Contract Manager.
4. The Contract Manager and DOT staff develops the IGE using the consultant' blank fee matrix.
5. The consultant's fee is requested by the Contract Manager and compared to the Department's IGE. Negotiations take place until an agreed upon fee is determined.
6. The task order amendment is approved using the Task Order Approval Memo guidelines:
 - a. Administrator – up to \$25,000
 - b. Director – between \$25,000 to \$100,000
 - c. Assistant Commissioner – over \$100,000
7. Once approved an Amended Authorization to Proceed is given.

Following approval of the task order amendment, the Contract Manager shall notify the consultant with authorization to proceed with the work. Notifications shall consist of a written Authorization to Proceed letter (see Appendix 2.1.29.5 – Amended Task Order Authorization to Proceed), which details the scope of work and the amended costs for the Task Order.

2.1.29.6 Closing Task Orders

As individual task orders are completed, the Contract Manager and consultant should work together to determine the final amount invoiced and reimbursed under the task order. The task order may be closed once the task order payments are finalized and any unspent balance for the specific task order may be reallocated to other task order efforts as needed within the agreement. The Contract Manager shall complete a Task Order Closeout Credit memo. The Project Manager shall ensure that ProMIS is updated and the finalized payment is tracked in the Vendor tab. (see Appendix 2.1.29.6 – Task Order Closeout Credit for an example).

2.1.30 Invoicing Procedures

Administration of contracts requires consistent overview and monitoring by the Project Manager. The Standardized Invoicing format is intended to provide the optimum means for assessing budgets and expenditures. The Contract Manager is responsible for the timely processing of the consultant invoices.

At the start of an agreement, invoices shall not be processed until the prime consultant has submitted copies of all subcontract documents and agreements as required in the Department's contract with the prime consultant.

All subsequent invoices shall be mailed or delivered to the Contract Manager who will review the invoices for general conformity with respect to the work outlined, the overall percent of project completed, and the schedule of the project. The Contract Manager will then forward invoices to appropriate support personnel who will undertake a detailed review of the invoices, which includes an assessment of the appropriateness of the man-hours expended, and verification of wage rates, overhead, fees, and direct expenses. Concerns or errors should be noted and the invoices returned to the Contract Manager. The Contract Manager, or his/her designee, will be responsible for contacting the prime and major sub-consultants relative to the Department's review.

The Administering Bureau or the Project Manager need to assure that work is being performed by the consultant per the terms of the agreement. The agreement terms require the consultant to perform such additional work as necessary to correct errors in the work without incurring undue delays and without additional compensation therefor. Should it become necessary, further administrative support and approvals are requested from the Directors and Commissioners, Committee or Consultant Subcommittee, Auditor and the Bureau of Finance and Contracts.

Consultants/contractors must submit invoices as specified per the terms of the contract. For new contracts the consultant agreement shall specify the use of the Department's Standardized Invoicing Format. (See Appendix 2.1.31 – Standardized Invoicing Templates, and Appendix 2.1.31a Standard Invoicing Procedures for Consultant Services, and Appendix 2.1.31b -Invoice Review Checklist

2.1.31.1 Evaluation Procedures for Invoices of Contracts

For contracts that require standardized invoicing, the consultant's invoices shall be submitted in and comply with the Department's standardized invoicing format. Consultants must submit an invoice at least quarterly during their contract period. However, invoice submission is required more frequently than quarterly if the consultant has \$10,000 or more of billable work since the last invoice.

Sub-consultants with a contract value greater than \$200,000, or more than 25% of the total contract value, must also submit invoices using the standardized format. Sub-consultant's not reaching these criteria may be paid as a direct expense on the prime consultant's invoice.

The Project or Contract Manager must review standardized invoices for completeness and accuracy using the guidelines outlined in Appendix 2.1.31a Standard Invoicing Procedures for Consultant Services.

2.1.32 *Direct Labor*

Project Managers should monitor direct labor rates invoiced and ensure that the consultant complies with contract terms. Wage rates may be adjusted during the contract period and will be reflected in the

Certified Payroll Report submitted by the consultant as part of the standardized invoice. Adjustments to wage rates must be reviewed for reasonableness and to ensure that the maximum labor rate set by the Department has not been exceeded. A wage rate increase is reasonable when based on a company-wide assessment and related to Department work only. The maximum labor rate may be exceeded for an employee provided that the consultant has received approval for a salary cap waiver request.

Overtime wage rates by the Consultant employees cannot be charged without formal prior approval by the Project Manager.

2.1.33 Overhead/Indirect Cost Rates

When reviewing the overhead/indirect cost rate and amount billed by the consultant, the Project Manager must ensure that the consultant invoiced in accordance with the terms of the contract. The overhead/indirect cost rate is stated in the agreement language and will specify whether the rate is fixed or shall be billed at a single rate (subject to adjustment during final audit) for the duration of the contract.

2.1.34 Direct Expenses

Materials and expenses incurred specifically for an agreement are direct expenses and may be eligible for reimbursement as part of the contract.

Examples of common direct expenses include printing, reproductions, and travel. Sub-consultants with a sub-contract value of less than \$200,000 may be invoiced as a direct expense and do not require separate invoice.

A cost may not be billed as a direct expense to the contract if the cost has also been included in the consultant's indirect cost pool. To receive reimbursement, consultants must maintain adequate records and submit supporting documentation with their invoices to demonstrate that costs are allowable per the cost principles outlined in the FAR. Original documents that support whether a cost is allowable include, but are not limited to, timesheets, invoices, hotel receipts, rental slips, gasoline receipts, toll receipts, cancelled checks, and meeting minutes. The Project Manager shall disallow all or part of a claimed cost that lacks adequate support.

Costly items or those not typically considered must be approved in writing prior to incurring the expenditure to be eligible as a direct expense. The terms of the agreement typically specify that reimbursable costs for mileage and per diem (lodging and meals) shall be allowed in accordance with the consultant's established policy but shall not exceed limits in the FAR and the current U.S. General Services Administration (GSA) rates. The Project Manager shall review the expenses for reasonableness and notify the Consultant if there is any ambiguity (i.e., first class and/or business class air travel rates, etc.).

Meals cannot be charged unless (1) the consultant has been in the field (not the office) in excess of 10 hours and at the time of the meal is anticipating another 2 hours of fieldwork or driving prior to reaching home, or (2) the consultant has been requested by the Department to attend a night meeting. Morning or noontime meals are not reimbursable, except following an overnight stay that was pre-approved by the Department. Meals shall be reasonably priced and shall not exceed the allowable Federal GSA per-diem rate (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Under no circumstance will alcoholic beverage expenses be reimbursed.

Lodging rates, when approved, shall also not exceed those allowed by the Federal GSA per-diem rate (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). The consultant should contact the Project Manager prior to arranging lodging to verify approval and the current acceptable rates are for that region and time of year.

Mileage rates shall not exceed the federal mileage rates established by the Internal Revenue Service. <https://www.irs.gov/tax-professionals/standard-mileage-rates>. The Consultant should contact the Project Manager to determine the allowable mileage rate as it may change over the life of the contract.

2.1.35 Invoicing Errors and Evaluation of Work Complete

Invoices with errors will be returned to the consultant/contractor for correction and resubmittal. Corrections to the invoice will not be made by Department personnel. The Consultant's invoice, or resubmission of an invoice, should be reviewed within the first two weeks by the Project Manager and support staff for general acceptance. At a minimum, the review of invoices must be completed within three weeks, to assure the consultant is paid within 30 days of receipt to meet the Department's prompt payment requirements.

For each invoice period, the Project Manager reviews the percent expended for contract dollars per phase with the total hours expended and compares it to the overall "percent completion of work." If the Project Manager observes that expenditures are outpacing percent completion, an open dialogue with the consultant will be necessary to determine the cause and effect of the variations.

The Project Manager will also promptly inform the consultant in writing or email, explaining that payment cannot be processed until the percent complete is verified to be commensurate with payment requested. If the Project Manager agrees that a supplemental adjustment is necessary, the process as outlined in Section 2.1.28 – In-Scope Services Supplement shall be followed for processing of the necessary supplement. The following are general guidelines for contract management oversight:

- Limit maximum invoice payment to no more than 10% over the allocated budget amount for each Division of Work. The Project Manager shall strive to limit overruns within a Division of Work so there will be no overruns for a particular design discipline (i.e., project management, highway, bridge, environmental, etc.);
- For payment of invoice amounts over the 10% ceiling, request backup documentation from the consultant to support the overage for any design phase/task request. If the consultant

- cannot justify the overage or the overbilling is attributed to poor quality of work, errors and omissions, etc., no payment shall be approved. The Project Manager shall notify the consultant in writing of the reasons and amount of payment being withheld and the reasons for payment being withheld. In the event that the overage is attributed to the consultant's unsatisfactory performance or when it is deemed in the best interest of the Department to cease work on the project, a written stop-work notification shall be issued to the consultant;
- If the consultant's support for the overage is justified, the Project Manager shall determine if the Division of Work budget overrun can be accommodated via budget reallocations within the current contract limits before considering a contract modification;
 - At completion of 50% of work effort, which is typically the completion of the "line and grade" for pre-hearing, preliminary design phase or at the "slope and drain" (S&D) and preliminary bridge plan submission under final design, the Project Manager shall review the overall budget and expenditures to assess the ability of the consultant to complete the work under the agreement within the budget;
 - After the completion of 75% of the work effort, which is typically after the approval of the PPS&E highway and bridge plans for the final design scope, the Project Manager should review the remainder of the contract budget to determine if sufficient funds are available to complete the remaining scope of work;
 - The Project Manager should evaluate the contract budget at any time the consultant requests a contract extension to ensure adequate funds remain to complete the work.

The Project Manager shall continually evaluate any disparity with percent overall expenditures compared to percent overall work complete. If the expenditures exceed the percent work complete, the Project Manager shall review the project status with the consultant to determine the reasons for the disparity and take appropriate corrective action. In addition, the fixed fee payment shall not be authorized for payment beyond the proportional amount for the percent of work completed and not be proportioned to percent of direct labor expended.

To ensure the contract work is completed within the budget, payment of invoices shall be limited to no greater than 10% over any design phase without justification. At no point shall the contract total and/or fixed fee be expended beyond the limit set in the contract.

2.1.36 Final Invoicing

When a contract is complete, the last invoice submitted by the consultant shall be noted as being the FINAL INVOICE. The Project Manager/lead person will notify the Bureau Administrative Assistant, who in turn, will ask for the confirmation from the consultant that the last invoice has been received (see attached sample letter in Appendix 2.1.42 Close-Out Memo). Upon confirmation, the Contract Manager will notify the Bureau of Finance and Contracts that the final invoice has been paid and the contract can be closed.

2.1.37 Modifying (Amending) Agreements

An agreement may be modified (amended) only with prior G&C approval. Typically, amendments to the agreement are completed for time extensions, scope of work changes resulting in fee increases, or both. An amendment can be initiated by the Project Manager, the Project Team, the bureau administering the agreement, or the consultant. For projects with FHWA overview, FHWA approval for the amendment must be obtained prior to preparing the amendment. Once an amendment has been agreed to by the Department and the consultant, documents amending the agreement are transmitted to the Bureau of Finance and Contracts for processing (See Appendix 2.1.37a and 2.1.37b). The Bureau of Finance and Contracts obtains the necessary signatures and documents required prior to the execution of the amendment by G&C. An amendment becomes effective upon approval by G&C. After approval, the Bureau of Finance and Contracts distributes the amendment in the same manner as the original agreement and the amendment is included in each copy of the agreement.

When there is significant change in the scope of the agreement, the Project Manager shall refer the matter to the Committee. If the Committee determines that the consultant (or sub-consultant) is qualified to perform the work under the revised scope, the Project Manager may proceed with processing an amendment for the additional work. If the Committee determines that the consultant (or sub-consultant) is not qualified to perform the revised scope of work, the Committee will refer the matter to the Director or Commissioners. If the Director or Commissioners concur that the consultant (or sub-consultant) is not qualified to perform the revised scope or work, the Committee or the Project Manager will be directed to either terminate the award process or cancel the agreement and recycle the selection process as appropriate.

2.1.38 Canceling Agreements

An agreement may be canceled only with the approval of the Division Director or Commissioners. The Project Manager and the Administrator of the administering bureau together may recommend, for valid reasons, the cancellation of any agreement prior to its completion. The Project Manager and Bureau Administrator shall present their reasons to the Division Director and Commissioners. If appropriate, FHWA shall also be notified prior to canceling the agreement. Upon receiving the Division Director's or Commissioners' approval to cancel the agreement, the Administering Bureau or Project Manager shall notify the consultant that the agreement has been canceled and that they must cease work. From that point on, the process follows the procedure in Section 2.1.42 - Contract Closeout Memo.

2.1.39 Resolving Disputes in Procurement/Management of Contracts

Any dispute or disagreement that cannot be resolved between the Department and consultant may be elevated to the Bureau Administrator and subsequently to the Division Director. If the dispute cannot be resolved, final determination will be made by the Assistant Commissioner.

2.1.40 Evaluating Consultant Performance under the Contract

A final performance evaluation report shall be prepared by the Project Manager and submitted to the Committee. The report shall include an evaluation of such aspects as timely completion of the work,

conformance to contract cost, and quality of the work. A copy of the report shall be sent to the consultant for review and comment and attached to the final report, which is subsequently reviewed by the Director and the Assistant Commissioner. See Appendix 2.1.40 Evaluation Forms.

2.1.41 Interim Evaluations

Depending on the size, complexity and duration of the contract, interim evaluations may be completed at major milestones throughout the contract. At a minimum, if the contract duration is greater than one year; an interim evaluation shall be completed at the midway point in and at contract completion. Interim evaluations can be completed as necessary throughout the life of the contract to address an issue or concern that requires resolution. See Appendix 2.1.40 Evaluation Forms.

2.1.42 Contract Close Out Procedures

Closing an agreement is initiated by the Project Manager or project team or the bureau administering the agreement. Final acceptance documents are prepared by the administering bureau and sent to the consultant for concurrence and acceptance of the final payment and returned to the administering bureau for processing of the final payment. The Project Manager or administering bureau also prepares a memo to the Director and Commissioners confirming that the work has been completed and the agreement will be closed (see Appendix 2.1.42 Close-Out Memo).

For a contract with a cost-plus-fixed-fee payment method, a final audit may be conducted and an adjustment for overhead if applicable. This action is completed prior to the Administering Bureau's forwarding acceptance documents to the consultant.

2.1.43 *Contract Close Out Audit*

Any Federal aid funded contract over \$200,000 may require an audit by the Department's Internal Audit Office at the close-out of the contract.

Note: Should a final overhead audit identify an overhead factor lower than that previously established, thus resulting in excess payment having been made to the Consultant, the Consultant will be required to reimburse the Department accordingly as part of the acceptance and concurrence in the final cost.

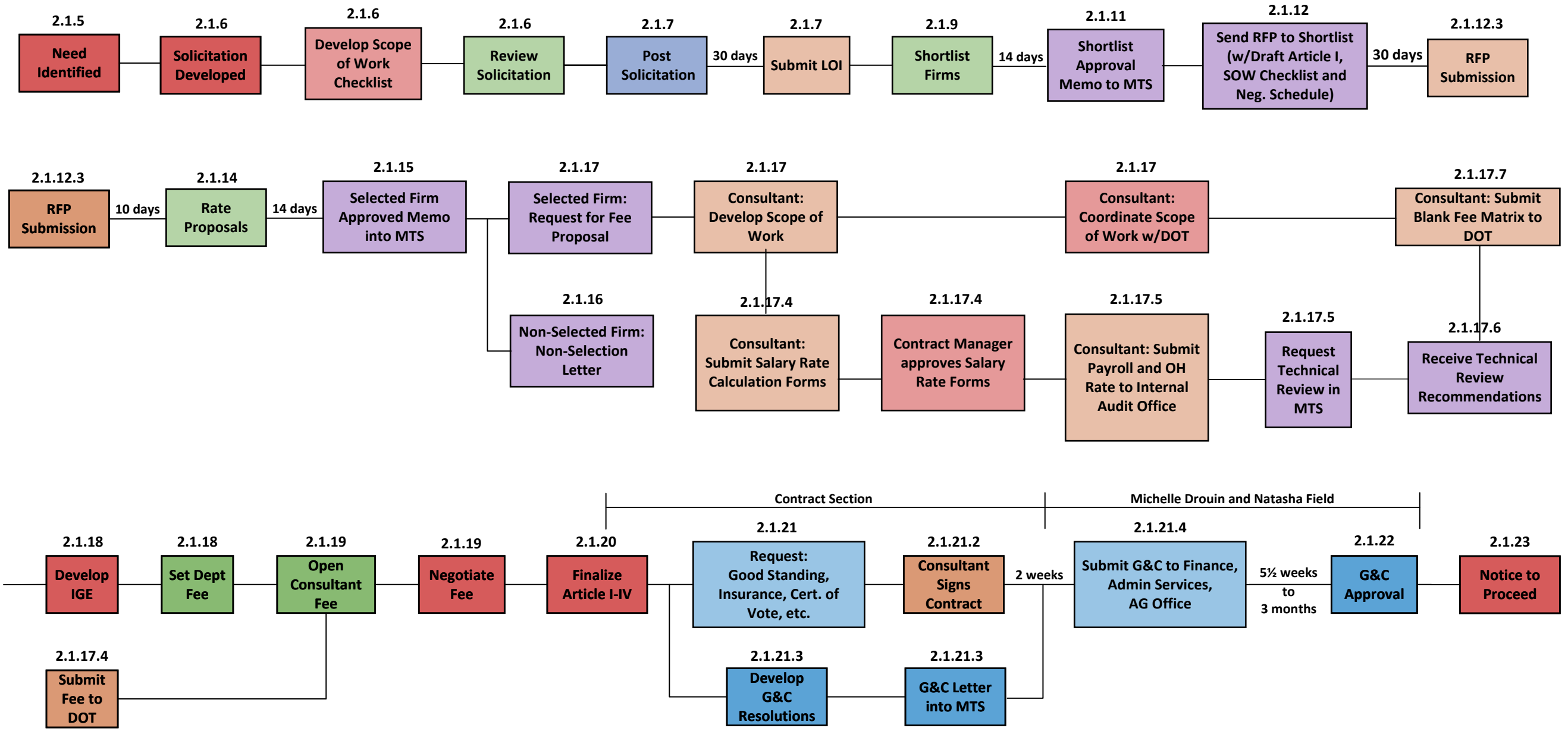
2.1.44 Construction Evaluation of Contract Plans

After the construction contract is complete, construction staff submits a "Construction Evaluation of Contract Plans" form that will be reviewed by internal staff and the Consultant Selection Committee. The intent of these evaluations is to review issues or concerns with the constructability of the design plans. This evaluation, and the knowledge gained from the review, allows designers to adjust future plans to avoid repeating any issues. A copy of the evaluation will be made available to the consultant.

Section 2.1 QBS Appendices



Qualifications Based Selection Process



- Project Manager and/or Lead Staff Action
- Consultant Selection Committee Meeting Action
- DOT Contracts Staff Action
- Consultant Selection Sub-Committee Action
- Consultant Firm Action

The Brooks Act:

Federal Government Selection of Architects and Engineers

Public Law 92-582 92nd Congress, H.R. 12807 October 27, 1972

An Act

To amend the Federal Property and Administrative Services Act of 1949 in order to establish Federal policy concerning the selection of firms and individuals to perform architectural, engineering, and related services for the Federal Government.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 471 et seq.) is amended by adding at the end thereof the following new title:

"TITLE IX - SELECTION OF ARCHITECTS AND ENGINEERS "DEFINITIONS "Sec.901.
As used in this title

"(1) The term 'firm' means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the professions of architecture or engineering.

"(2) The term 'agency head' means the Secretary, Administrator, or head of a department, agency, or bureau of the Federal Government.

"(3) The term "architectural and engineering services" means -

1. professional services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this paragraph;
2. professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
3. such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operation and maintenance manuals, and other related services.

"POLICY "Sec.902. The Congress hereby declares it to be the policy of the Federal Government to publicly announce all requirements for architectural and engineering services, and to negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable prices.

"REQUESTS FOR DATA ON ARCHITECTURAL AND ENGINEERING SERVICES

"Sec.903. In the procurement of architectural and engineering services, the agency head shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data. The agency head, for each proposed project, shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions

Appendix 2.1.2a – Process Outline (Brooks Act)

with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based upon criteria established and published by him, no less than three of the firms deemed to be the most highly qualified to provide the services required.

"NEGOTIATIONS OF CONTRACTS FOR ARCHITECTURAL AND ENGINEERING SERVICES"

Sec.904. (a) The agency head shall negotiate a contract with the highest qualified firm for architectural and engineering services at compensation which the agency head determines is fair and reasonable to the Government. In making such determination, the agency head shall take into account the estimated value of the services to be rendered, the scope, complexity, and professional nature thereof.

"(b) Should the agency head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm should be formally terminated. The agency head should then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency head should terminate negotiations. The agency head should then undertake negotiations with the third most qualified firm.

"(c) Should the agency head be unable to negotiate a satisfactory contract with any of the selected firms, he shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached."

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-I

DEPARTMENT OF ADMINISTRATIVE SERVICES

Certain State Contracts

Section 21-I:22

21-I:22 Selection of Engineers, Architects, and Surveyors. –

I. As used in this section:

(a) "Agency" means any executive department, commission, board, institution, bureau, office, or other agency of state government, by whatever name called, that uses, disburses, expends, or receives any state funds, but excluding the university system of New Hampshire.

(b) "Engineering, architectural, and surveying services" includes those professional services of an engineering, architectural or surveying nature, as well as incidental services that members of these professions and those in their employ may logically and justifiably perform.

(c) "Members of these professions" means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice in this state the professions of engineering, architecture, or surveying.

II. The general court hereby declares that it shall be the policy of the state and its agencies to negotiate contracts for engineering, architectural, and surveying services on the basis of demonstrated competence and qualifications for the type of professional services required, and at fair and reasonable prices.

III. All state agencies, when seeking professional services, shall publish a request for proposals or, when a definite scope of work is not yet defined, a request for qualifications for each project for which engineering, architectural, or surveying services are to be procured.

IV. Each agency engaging these professional services shall prepare a description of its procedures for procurement of architectural, engineering or surveying services. These descriptions shall be distributed to interested professionals subject to the provisions of this section. The agency, for each proposed project, shall publish a request for qualifications (RFQ) or request for proposals (RFP) and shall review and consider the qualifications after receiving qualifications or proposals. The agency shall then establish a short list of not less than 3 firms. The agency shall, for purposes of negotiation, arrange the firms deemed to be best qualified in order of preference as determined in accordance with the prescribed procedures of the agency. An interview may be held with the short list firms or, in the case of selection based on an RFQ and where the scope of work has been further defined, detailed technical proposals may be requested.

V. The agency shall negotiate a contract with the highest qualified firm for architectural, engineering, or surveying services at compensation which the agency determines is fair and reasonable to the state. In making such determination, the agency shall take into account the estimated value, scope, complexity, and professional nature of the services to be rendered.

2.1.2b – RSA 21-I:22 Selection of Engineers, Architects and Surveyors

VI. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price determined to be fair and reasonable to the state, negotiations with that firm should be formally terminated. The agency should then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency should terminate negotiations. The agency should then undertake negotiations with the third most qualified firm.

VII. Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

VIII. Once negotiations have been completed and the agency has had its contract approved by the governor and council, all proposals submitted for a project shall become available for public review.

Source. 1985, 399:1. 1992, 127:1, eff. June 30, 1992.

Appendix 2.1.4 – Possible Action Projects (rev. 12-27-18)

[Consultant Selection](#) > Possible Action Projects – For Information Only

Below is a listing of Possible Action Projects anticipated for the 6 month period from January 2019 to July 2019. These may be Qualifications-Based contracts for consideration by the Consultant Selection Committee, or Low-Bid contracts which will be awarded to prequalified firms by low-bid in accordance with the procedures developed by the Bureau requiring services. This list is for information purposes only. For projects that the Department is seeking letters of interest please go to the Projects Soliciting for Interest page.

Bridge Design:

- Manchester-Hooksett bridge preservation of I-93 NB bridges over Stevens Pond
- Three (3) Statewide Prequalified, Low-Bid, On-Call Structural Steel Inspection Services Agreements for \$600,000 and \$550,000 and \$500,000 respectively.
- Webster 41429 bridge rehab or replace of NH 127 bridge over Blackwater River
- Laconia 41469 bridge rehab or replace of US 3 & NH 11 bridge over Mile Hill Road
- Meredith 41483 bridge rehab or replace of US 3 bridge over Maple Street & NHRR
- Dover, NH – South Berwick. Maine 41433 bridge rehab of Gulf Road over Salmon Falls River

Highway Design:

- Hampton 40797: Improvements to Ocean Boulevard in the area of Hampton Beach.
- Albany 29597: NH Route 16, shoulder widening and pavement resurfacing to enable the installation of centerline rumble strips (about 4.4 miles).
- Windham 40663: NH Route 111, corridor study (about 1 mile)
- Alton-Gilford, 40634, Route 11 Planning Study from east of Minge Cove to Ellacoya State Park

TSMO:

- One (1) Statewide ITS On-Call Agreements at \$ 750,000.

Rail & Transit:

- One (1) Statewide Transit On-Call Agreement for \$200,000 (for tasks including development of RFPs for state-contracted bus services and bus terminal rules & access issues)
- Develop/Update of the State's Rail Plan, last plan update was 2012

Right-of-Way:

- Right-of-Services \$750,000, possible services to include Acquisition and Negotiation services, Relocation Services, Abstracting and Land Title Research, Survey, and ROW Plan Preparation and Recording by a NH LLS

DRAFT
April 15, 2013

Sample Project
12345
(PART B)

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5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
6. CERTIFICATION OF GOOD STANDING
7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY / VOTE
9. SIGNATURE PAGE

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this _____ day of _____ in the year 2012 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 _____, with principal place of business at _____, in the _____, State of _____, and, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to perform [*planning and development of alternatives to address transportation system needs along approximately four miles of the I-695 corridor extending from just south of the I-152 interchange with I-695 in the Town of Nowhere northerly through the interchange at Exit 95 in the City of Cowpath*].

The DEPARTMENT requires professional services for the preparation of a study report recommending appropriate conceptual alternatives to be carried forward for further development of preliminary engineering plans and formal environmental documentation. These services are outlined in the CONSULTANT'S fee proposal dated _____ and scope of work and task description dated _____, 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

This project involves addressing transportation needs along [*include limits of project location*]

The development of the preliminary engineering for this project is expected to be performed [*specific scope of work requirements identifying location, extent and specific tasks required*]

B. SCOPE OF WORK (GENERAL)

I-695 is a major statewide and regional transportation corridor through the entire State of New Hampshire and is a critical transportation corridor through the Town of Nowhere and the City of Cowpath leading to The I-695 corridor provides access to a region with significant natural resources, as well as provides accessibility and mobility within the local and regional transportation systems.

The goal of Part B of the Sample Project I-695 Corridor Improvement Project is to select a preferred alternative consistent with the problems and vision established for the project in Part A, develop a draft and final Environmental Assessment (EA), and hold a Public Hearing.

Assuming a successful Public Hearing, the DEPARTMENT reserves the right to either negotiate a scope and fee for Part C, (to prepare final design plans, specifications and estimates for the project limits) or terminate the contract.

The study approach will continue using the Context Sensitive Solutions approach for the Part B phase of the project. This will include a dynamic public participation program that involves public officials and as the project develops the general public will be involved. The Range of Reasonable Alternatives determined in Part A will be the alternatives evaluated in Part B.

C. SCOPE OF WORK (SPECIFIC)

The tasks for Part B have been separated into three Categories: Corridor Plan, NEPA Documentation, and Public Participation. The Corridor Plan tasks cover the work required to determine the project Vision. The NEPA Documentation tasks cover the work required to approve the funded portion of the project. The Public Participation tasks cover public outreach work for both.

Corridor Plan

1. **Data Collection**

The CONSULTANT shall collect new information that may be available within the Physical Study Limits and collect existing information relative to traffic, crashes, utilities, or other available materials.

ARTICLE I

The CONSULTANT shall conduct a field review of the project area noting key engineering, topographic, and land use changes.

2. Base Plan Preparation

The CONSULTANT shall update the base plans for the project based upon new digital mapping and ground survey provided by the DEPARTMENT. In addition, a detailed base plan shall be developed from which resources and transportation improvements can be studied. The base plan shall be appropriately enhanced for display purposes at technical and public meetings and in documents prepared for this study. The base plan shall be created using the Department’s latest aerial photography with the following requirements:

Wetlands mapping using NRCS and other available studies, and mapping for other applicable environmental resources (including, but not limited to historic properties and districts, floodplains/floodways, contaminated properties, surface waters, areas sensitive to air quality and noise impacts), as well as right-of-way and utility information, shall be superimposed on the base plan by the CONSULTANT, as directed by the DEPARTMENT.

3. Project Purpose and Need

The CONSULTANT shall develop a formal Purpose and Need Statement for the project consistent with NEPA and other federal guidelines. The basis for the Purpose and Need will be the problem and vision statements developed in Part A. The Purpose and Need Statement should explicitly state the need to “reduce travel demand by promoting compact, mixed use development patterns.”

4. Supplemental Resource Identification

Supplemental Macro-level resource identification shall be performed to complete the inventory begun during Part A. Additional resource identification is needed due to an expanded project limit and to include resources that were not included in the Part A scope of work. Such macro-level resource identification should include, but is not limited to: historical properties and districts, archaeologically sensitive areas, wetlands, critical habitat, floodplains/floodways, contaminated properties, and surface waters.

5. Alternative Development & Evaluation

The Reasonable Alternatives and Components determined in Part A shall be the basis for the Alternatives evaluated in Part B. These alternatives shall be refined, and conceptual cost estimates shall be developed.

6. Traffic Modeling and Analysis

The CONSULTANT shall coordinate with the DEPARTMENT, the Town of Nowhere, the City of Cowpath, the New Hampshire Regional Planning Commission, and the Planning Group to continue,

ARTICLE I

update and provide additional traffic analysis. The traffic-collection-and-analysis effort shall provide the statistics required for evaluating design concepts.

7. Assess Resource Impacts

The CONSULTANT shall use the resource information collected in Part A and supplemented by Task 4 to quantify impacts resulting from each of the Reasonable Alternatives. These impacts shall be documented in a matrix along with other pertinent information including cost, traffic performance, visual quality, economic effects, etc.

8. Conduct Screening and Select Corridor Vision

The CONSULTANT shall coordinate with the Planning Group to develop screening criteria that will be used to select the corridor vision. These screening criteria in Part B shall use the screening criteria from Part A as the base and transition them from qualitative criteria to quantitative criteria where possible.

9. Corridor Plan Report

The Corridor Plan shall be a report that documents the selected corridor vision. The report shall include text and graphics outlining the selected vision for the entire project limits. It shall include discussion of the existing features, resources, deficiencies, and other pertinent information. The priorities for implementing the vision shall also be determined. The report shall clearly identify the vision for the corridor and steps that could be taken to make it a reality.

10. Project Team Meetings

It is expected that over the course of Part B, project team meetings will need to be held. These are informal meetings that will take place to discuss a variety of project issues including resource constraints, cost issues and impacts of alternatives. These meetings would include of the CONSULTANT and the DEPARTMENT, but could also include staff from the Town of Nowhere, City of Cowpath, NHRPC, other State or Federal agencies, or others as appropriate.

NEPA/ Section 4(f) Documentation

1. Detailed Resource Identification and Mitigation

The CONSULTANT shall identify existing natural, cultural, social, and economic resources to a level sufficient to evaluate project impacts for NEPA purposes. The study area for this effort shall be the corridor occupied by the highest priority (Preferred Alternative) of the selected corridor vision under the Corridor Plan. It is assumed an EA, and a Section 4(f) Evaluation, if required, will be the appropriate level of NEPA/ Section 4(f) documentation.

Much of the resource identification has been completed in Part A, and the results can be incorporated directly into the NEPA/ Section 4(f) document. Additional effort may be needed under Part B for the

Appendix 2.1.5 – Sample Article 1 Scope of Work

ARTICLE I

listed resources below to identify impacts, potential measures to minimize or mitigate impacts, and proposed enhancements for the proposed NEPA/ Section 4(f) Alternatives.

- Water-Based Resources
 - Groundwater
 - Surface Water
 - Floodplains/floodways
 - Wetlands
- Land-Based Resources
 - Soils
 - Active Farmlands
 - Public and Conserved Lands
 - Section 6(f) Resources
 - Section 4(f) Resources
- Wildlife
 - Wildlife and Habitat
 - Fisheries
 - Threatened and Endangered Species
- Noise
- Air Quality
- Visual Resources
- Invasive Species
- Environmental Justice
- Cultural Resources
 - Area of Potential Effect (APE)
 - Historic Resources
 - Archaeological Resources
- Social and Economic Resources
- Contaminated Properties

2. Preliminary Engineering

In support of the NEPA Document several preliminary engineering tasks shall be required. The specific refinements shall be identified during alternatives development, however it is envisioned that refinements to the following five I-695 interchanges shall be required,

- I-695/I-153 interchange

Appendix 2.1.5 – Sample Article 1 Scope of Work

ARTICLE I

- I-695/NH 345 - Exit 62
- I-695/US 62 (Washington Street) – Exit 65
- I-695/ NH 352 (Pine Avenue) – Exit 67
- I-695/I-3695 – Exit 69

as well as the I-153 Exit 26 interchange.

3. Technical Reports

The CONSULTANT shall prepare technical reports, as necessary, throughout the duration of the project to document and summarize relevant technical data. An Engineering Report shall be prepared to summarize all relevant design elements of the project.

4. Pre-Hearing EA

The pre-Hearing EA/ Section 4(f) Evaluation will include an introduction, project purpose and need; alternatives considered; basis for selection of the preferred alternative; description of the preferred alternative; natural, cultural, social, and economic resources; impacts to resources, least harm analysis, if required. The EA will incorporate, either directly or by reference, the alternatives analysis and conclusions reached in Part A and in the subsequent Corridor Plan. The EA will also identify which environmental permits are required, but the actual permit applications will not be prepared in Part B; permit applications will be prepared during future final design work (Part C). The EA will include any environmental commitments, such as mitigation.

5. Post-Hearing Environmental Assessment

Following review of the pre-Hearing EA, and comments received as a result of the Public Hearing, the CONSULTANT will meet with NHDOT and FHWA to go over comments. The CONSULTANT will then revise and resubmit the document.

Public Participation

a. The study shall require the CONSULTANT to be available to support a dynamic public-participation process that enhances the DEPARTMENT'S "Public Involvement Process for New Hampshire Transportation Improvement Projects." The CONSULTANT shall prepare presentation graphics, handouts and support displays, be available to make presentations and draft meeting minutes.

b. The public participation shall be accomplished in coordination with the Planning Group consisting of representatives from the Town of Nowhere, the City of Cowpath, New Hampshire Regional Planning Commission, and other stakeholders. This Planning Group will provide advice, give input on issues and ways of addressing them, and assist in the development of the preferred alternative. Meetings will be held on a regular basis throughout the development of the study. The CONSULTANT shall attend the Planning Group meetings.

ARTICLE I

c. A Project Newsletter will be prepared and distributed to stakeholders, project abutters, resource agencies and others as determined necessary. The CONSULTANT shall prepare two (2) editions of the newsletter.

d. The project website (www.i695NowhereCowpath.com) will be maintained for dissemination of project information, such as meeting minutes, reports and schedules. The CONSULTANT shall update and maintain the project website.

e. Public Informational Meetings and Public Hearing. The CONSULTANT shall prepare informational handouts, graphics presentations, and displays needed for each public meeting. The CONSULTANT shall attend and assist with presentations at Public Informational meetings and the Public Hearing.

4. Technical Meetings

The CONSULTANT shall attend Technical Meetings involving the DEPARTMENT, FHWA, Town/City staff, and NHRPC, as well as Resource Agency Meetings involving the DEPARTMENT, FHWA and the STATE and Federal environmental regulatory agencies. The CONSULTANT shall be responsible for supplying support graphics, making presentations and drafting meeting minutes.

D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1 Electronic files in English Units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:

a. All existing survey and baseline data on disk or tape, field notes, and note reductions in the format outlined in the current DEPARTMENT CAD/D Procedures and Requirements. An electronic ground model shall 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.

Appendix 2.1.5 – Sample Article 1 Scope of Work

ARTICLE I

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 of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.

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 of this information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.

2. Prints of the following information:

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

b. Any additional information (e.g., abstracting, utilities, etc., not available electronically) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.

3. Right-of-way data. This will include legacy alignments, existing right-of-way layout, property lines, parcel owners, and any other applicable abstracting information in MicroStation format for incorporation into the plans by the CONSULTANT.

4. Typical roadway cross-section data. The location of all existing and proposed utilities through direct contact with the various utility companies.

5. Geotechnical investigations and recommendations, if available. Electronic files of the Environmental resource data collected in previous studies.

6. Crash history for I-695 and at the interchanges of I-153, Exit 62, Exit 65, Exit 67, and Exit 70 and I-153 Exit 26 (as needed).

7. Additional traffic count data as determined by the CONSULTANT.

8. Mapping from aerial photography supplemented by ground survey by the DEPARTMENT within the study area. The ground model will be delivered in MX format according to the NHDOT CAD/D Procedures and Requirements.

ARTICLE I

9. The latest available high-resolution color orthorectified (to the x and y coordinate only) aerial photography completed by DEPARTMENT.

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

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. The reporting system shall address costs and staff hours broken out by category of work tasks as outlined in the CONSULTANT'S fee proposal. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month.

F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

All work submitted by the CONSULTANT to the DEPARTMENT shall be in English units.

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts.

The CONSULTANT shall indicate on the plans all traffic assignments at interchanges and intersections together with the 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.

In addition, the CONSULTANT'S final submission shall include hard copy of plans, etc. as well as CAD/D or GIS files in accordance with the current DEPARTMENT CAD/D Procedures and Requirements. The CAD/D files shall consist of the base plans with enhancements in MicroStation format, using DEPARTMENT naming conventions, line styles and character styles. The CONSULTANT shall also furnish a coordinate summary of all survey control points with a corresponding plot of controls and alignments (including all curve data) superimposed over the detail plan.

G. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part B professional services rendered under this AGREEMENT is _____.

City/Town		Contract No.:	
Location:		Assignment No.:	
Bridge No.		BIN:	
Consultant:		Est. Constr. Cost:	
		Project Manager:	
PROJECT NARRATIVE			

The project scope shall be developed in accordance with the NHDOT Design Manual. This will ensure that the proposed scope of work is complete and appropriate.

Services include design for highway related projects such as construction or reconstruction; design for bridge related projects such as a new bridge, bridge replacement, or bridge reconstruction/rehabilitation of Bridge #...carrying ... over
 Services include design for roadway construction/reconstruction from Sta. ... to Sta. The existing roadway has a curb to curb width of ... feet with sidewalks/no sidewalks. The proposed roadway curb to curb width is ... feet with sidewalks/no sidewalks.
 The existing bridge is a ... -foot long ... structure.
 The existing bridge, constructed in 19.., and reconstructed in 19.. has a curb to curb width of ... feet with sidewalks/no sidewalks.
 The proposed bridge curb to curb width is ... feet with sidewalks/no sidewalks.
 Transition approach roadways into new bridge.
 Provide a Design Report (draft copy prior to the Public Hearing).
 Bridge to be constructed within/outside existing right of way.
 Maintain vehicular/pedestrian traffic during construction by means of stage construction/detour .
 A Traffic Management Plan (TMP) is/is not required.
 An hydraulic study shall be completed to verify the bridge opening for bridges over water.

WORK ITEM		DESCRIPTION		STATUS
Design Report		Describes existing conditions, evaluates alternatives, and recommends proposed geometrics.		
Design Exceptions		Describes reasons for requesting a design exception and forms the basis for a Design Exception Report.		
Bridge	Appr. Width Rail to Rail	Curb to Curb Width	Span Configuration	
Exist:				
Proposed:		Refer to detailed Bridge Scope		
Typical Cross Section		a) Mainline		
		b) Side Streets		
Design Speed		a) Mainline		
		b) Side Streets		
Project Lengths		a) Mainline		
		b) Ramps		
		c) Side Streets		
Project Phases		a) Pre-Preliminary		
		b) Preliminary		
		c) Slope and Drain		
		d) PPS&E		
		e) PS&E		
		f) Contract Plans		

Project

Project: Orford (Part "A")

Number: 40366

DB ID: 1

Description: Rehabilitation or Replacement of Br. No. 217/112, NH
Route 25A over Brackett Brook

Lead Bridge Design

Approved Fee: \$0.00

<i>Project</i>	<i>Cost Plus Fixed Fee</i>	<i>Part:</i>	
<u><i>Task:</i></u>	<u><i>Scheduled</i></u>	<u><i>Actual</i></u>	
1) <i>Presentation of Project to</i>	6/24/2016	6/24/2016	<i>Subcommittee</i>
2) <i>Website</i>	6/25/2016	6/27/2016	
3) <i>Letters of Interest</i>	7/21/2016	7/21/2016	
4) <i>CSC Approves</i>	7/28/2016	7/28/2016	
5) <i>Shortlist Memo to</i>			
6) <i>Engineer Approves Shortlist:</i>	8/12/2016	8/22/2016	
7) <i>Request Proposal Letter:</i>	8/15/2016	8/24/2016	
8) <i>Return of Proposal</i>	9/16/2016	10/3/2016	
9) <i>CSC Rates</i>	9/29/2016	10/13/201	
10) <i>Top Rated Memo to</i>		10/21/201	<i>Consultant</i>
11) <i>Engineer Approves</i>	10/14/201	11/17/201	
12) <i>CSC Requests Fee</i>	10/17/201	11/18/201	
13) <i>Return of Fee Proposal</i>	12/7/2016	2/8/2017	
14) <i>CSC Approves</i>	12/8/2016	2/9/2017	
15) <i>Request for Technical</i>	12/30/201	3/24/2017	
16) <i>Technical Review</i>	1/30/2017	4/24/2017	
17) <i>Fee Approval Memo to</i>		2/14/2017	
18) <i>Engineer Approves Fee:</i>	1/16/2017	3/9/2017	
19) <i>FHWA Approval (if</i>	7/14/2017	12/31/199	
20) <i>Upload G&&C Letter to</i>			
21) <i>G&&C Letter Signed by</i>			
22) <i>G&&C</i>	4/15/2017	7/19/2017	
23) <i>Notice to Proceed</i>	4/15/2017	7/20/2017	
24) <i>Agreement Expiration</i>		6/30/2020	

Management Tracking System:

- MTS for Tasks 5/6:* DPD-BBD-08-2016-01
- MTS for Tasks* DPD-BBD-10-2016-04
- MTS for Tasks* DPD-BBD-02-2017-05
- MTS for tasks* DPD-BBD-04-2017-02
- MTS for Task 20:*

Notes:

- State Contract*
- Consultant Contract*
- Consultant Email:*

Project:	<u>Jaffrey 16307, X-A001(234)</u> <u>US 202 / NH 124 / NH 137 improvements</u> <u>(Preliminary Design Part “A”)</u> QUALIFICATIONS-BASED SELECTION CONTRACT
Posting Date:	August 29, 2014
Scope of Work:	<p>Preliminary engineering, environmental, and public involvement services are needed for the study of improvements to US 202 and its intersections with NH 124 and NH 137 in the Town of Jaffrey, New Hampshire. Preliminary engineering is required to develop and evaluate alternatives to improve the flow of traffic within and through the historic town center of Jaffrey, building upon prior studies undertaken by the Town and by Plan NH. The task will include reestablishing and documenting the existing highway right of way in a manner suitable for recording at the Cheshire County Registry of Deeds.</p> <p>Environmental efforts are needed to prepare and complete all appropriate environmental documentation including, at a minimum, the requirements of the National Environmental Policy Act, the Clean Water Act, the National Historic Preservation Act and Section 4(f) of the US Department of Transportation Act. The environmental evaluation will also need to identify all applicable environmental permitting requirements.</p> <p>The Consultant will also assist the Department in undertaking a robust public involvement process building upon the Town’s planning efforts, including close coordination with the Town of Jaffrey and other stakeholders, and culminating in a formal Public Hearing for the preferred alternative. The tenets of context sensitive solutions will be employed as appropriate to achieve a balance among the competing needs of motorized and non-motorized road users and other stakeholders, while minimizing impacts upon the natural, cultural, and social environments.</p> <p>This project will require both Part “A” (Preliminary Design) and Part “B” (Final Design) services. This solicitation is for Part “A” only. Upon completion of Part “A” services, the Department reserves the right to either negotiate a scope and fee for Part “B”, or terminate the contract. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services. This work will require Professional Engineer licensure in the State of New Hampshire. The compensation format for this agreement will be cost-plus-fixed-fee.</p>
Contact Information:	For additional information contact Keith Cota, Bureau of Highway Design, at (603) 271-2171.
Closing Date:	Interested firms must submit a Letter of Interest (limited to two pages), including contact information for at least 3-4 current references, on or before October 1, 2014 to William J. Oldenburg, PE, Assistant Director of Project Development, Chairperson, Consultant Selection Committee; NH Department of Transportation; PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483.
Services Required:	BRDG, STRC, RDWY, ENV, HAZ, HIST, AIR, NOIS, HYD, TRAF, PINV, SURV

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM:	Consultant Committee	DATE:	Date
SUBJECT:	Project Name and Number Approval to Continue with Preliminary Design Consultant for Final Design Firm Name	AT:	Dept. of Transportation Bureau of Bureau Name
TO:	William J. Cass, PE Assistant Commissioner	Through:	Peter E. Stamnas, PE Director of Project Development

Return to: William J. Oldenburg, PE Chairman, Consultant Selection Committee	FILE: Consultant Master File on the N Drive
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The purpose of the request is to get approval to continue with Firm Name for the Final Design (Part C) portion of the above noted project.

The above-referenced project involves Give a brief description of the porject and the scope of the work involved, this can generally be the description given in the soliciation.

The following preliminary engineering tasks have been completed or will be completed by Firm Name (cost-plus-fixed-fee negotiated amount of \$X,XXX,XXX. XX (X,XXX hours)) for the preliminary design of this project: (For consultant selection details, see approval memo dated Date.) The Consultant has or will complete all efforts associated with the approval memo. Tasks include the following:

- List Major Tasks
- List Major Tasks
- List Major Tasks
- List Major Tasks
- List Major Tasks

The preliminary design efforts determined that the best solution to address List the major deficiencies that the project will solve. The final design now needs to be completed, including all final design tasks for the List the major tasks that the firm will conduct

The Consultant has done a good job with Preliminary Design. Their submittals have been received as scheduled, and the deliverables are accurate, complete, and within the negotiated fee and scope of work. Firm Name has indicated that they wish to continue with the Final Design and that they have the staff and resources readily available to complete this assignment. For these reasons, Bureau Name requests approval to continue with Firm Name for Final Design (Part C).

Appendix 2.1.6.2a – Approval to Continue with Final Design (rev. 3-31-2021)

The Consultant Committee, with William J. Oldenburg, PE, as Chairperson, met on Date to discuss the project, final design tasks to be completed, and Firm Name’s performance to date for this project. After considering Firm Name’s past performance, current workload with the Department, and suitability for this assignment, the Committee voted unanimously to recommend that Firm Name be retained to continue with Final Design for this project.

This project is listed in the 10-Year Plan for construction in FFY Date. The current estimated construction cost is \$X,XXX,XXX. XX for this option.

Your approval is respectfully requested. Feel free to contact us should you have questions or if you need additional information.

William J. Oldenburg, PE
Assistant Director of Project Development
Chairperson, Consultant Selection Committee

cc: **AFTER APPROVAL**
List Negotiation Sub-Committee Members
List of Special Members

February 11, 2016

Project:	Statewide On-Call Bridge Design Services (3 Contracts) QUALIFICATIONS-BASED SELECTION CONTRACTS
Posting Date:	February 12, 2016
Scope of Work:	<p>Three (3) Statewide On-Call Agreements, at a maximum value of \$750,000 each over a three-year term, are needed to provide engineering for bridge design and related technical/professional consulting services on demand for various projects at various locations throughout the State.</p> <p><u>Typical assignments may include, but are not limited to, the following tasks:</u></p> <ul style="list-style-type: none"> • Preliminary design, final design, and development of contract plans and documents for bridge maintenance and preservation, rehabilitation, replacement, and construction for various types of bridge structures • Design of roadway approaches if/as needed to fully develop bridge projects and plans, including roadway drainage design • Technical writing and/or drafting for bridge plans, documents, reports, and manuals • Inspection and load rating of various bridge types, including gusset plates as appropriate, and completion of Bridge Rating Form 4 (as-built and as-inspected conditions) • Environmental efforts to prepare and complete all appropriate environmental documentation, including natural and cultural resource investigations and permitting requirements • Hydraulic calculations and analyses associated with bridges, waterways, and drainage structures • Design of scour countermeasures and substructure protection • Geotechnical evaluations and analysis • Evaluation of existing structures • Assist the Department in the public involvement process • Other additional tasks as needed to support assigned projects/tasks <p>This work will require Professional Engineer licensure in the State of New Hampshire.</p> <p>Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services as well as their availability to respond rapidly to on-call assignments.</p> <p>Task Orders assigned under these Agreements will be negotiated as either a modified cost-plus-fixed-fee or a lump-sum method of compensation.</p>
Contact Information:	For additional information contact: Bob Landry, Bridge Design Bureau, at 603.271.3921.
Closing Date:	<p>Interested firms must submit a Letter of Interest with 3 current references (limited to two (2) pages without references) on or before Monday, March 21, 2016 by 12 pm (noon) to:</p> <p>William J. Oldenburg, PE, Assistant Director of Project Development, Chairperson, Consultant Selection Committee, NH Department of Transportation, PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483.</p>
Services Required:	BRDG, STRC, RDWY, ENV, HYD, INSP, TEST

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: L. Robert Landry, Jr., PE
DATE: March 5, 2019
SUBJECT: Bridge Statewide Consultant Needs
AT: Dept. of Transportation
Bureau of Bridge Design (CMF)
TO: Peter E. Stamnas, PE
Director of Project Development
Through: William J. Oldenburg, PE
Asst. Director of Project
Development

Return to: William J. Oldenburg, PE
Chairman, Consultant Selection Committee
FILE: Consultant Master File
in Bridge Design

This memo documents new Bridge Design Consultant Contract Agreement needs based on the next 5-year look ahead to 2024. We are seeking approval to continue with this implementation plan that we are currently working under.

Bridge Design proposes to continue utilizing statewide agreements on the following distinct efforts:

1. Smaller bridge replacement or bridge rehabilitation projects in an effort to minimize overall engineering costs. This is consistent with the approach used since 2016. The other option is to use individual solicitations for smaller bridge rehabilitation or replacement projects for Part A with Part B option. This individual solicitations approach leads to initial over-scoping given lead times required to amend contracts to add scope after award. By utilizing statewide agreements to design short span bridge replacements (estimated construction cost of \$2m or less), scoping efforts for bridge alternatives analysis can be minimized in all stages of the design, thereby minimizing overall engineering costs. Flexibility to add scope, if required, is available assuming a consultant still has G&C contract authority under the statewide agreement.
2. Complete bridge preservation contract plans and documents. This is necessary based on the increased programmed amounts under Bridge Preservation funding and the reducing numbers of engineering technicians in the Bureau of Bridge Design and the issues associated with hiring them. We will need outside assistances in developing enough bridge preservation projects to allocate the available funding and overall system need.
3. Consultant specialty, i.e. environmental efforts, peer review of in-house designs, expertise in alternative delivery, ABC methods, licensed land surveyor on staff, drone capabilities, mechanical / electrical expertise of moveable bridges, or other future needs (asset management, management of specific programs) required by the Department. This allows additional flexibility to address the needs of Project Development.

Bureau of Bridge Design has reviewed the Draft 2021 to 2030 Ten-Year Plan to develop the upcoming need and has determined that four \$1,000,000 statewide agreements per year are required.

This need is also confirmed as current Bridge Design Statewide G&C authority is typically being assigned and expended within the first 24 months of a 36 month agreement.

2018 Statewide Bridge Design Agreements

41865

FEE: \$1,000,000.00

COMPLETION DATE: December 30, 2021

Task #	Task Description	Fee	Balance	Org.	WCC
			\$1,000,000.00		
1	Andover 40392, Part A&B	\$99,988.62	\$900,011.38	3054	133h
2	Plymouth-Campton 42364	\$166,697.00	\$733,314.38	3054	133i
3	Lebanon 41191 Amend #5	\$18,984.68	\$714,329.70	3054	133i
4	Lebanon 41191 Amend #6	\$23,726.84	\$690,602.86	3054	133i
5	Lebanon 41191 Amend #7	\$24,797.42	\$665,805.44	3054	133i
6	Nottingham 40612 Part A	\$211,958.37	\$453,847.07	3054	133h
Total		\$546,152.93			
Remaining		\$453,847.07			

41866

FEE: \$1,000,000.00

COMPLETION DATE: December 30, 2021

Task #	Task Description	Fee	Balance	Org.	WCC
			\$1,000,000.00		
1	Littleton 42376 Bridge Preservation	\$191,053.32	\$808,946.68	3054	133i
2	Jackson 27709 CS	\$24,932.39	\$784,014.29	3054	267
3	Bedford - Manchester 40731 CS	\$14,179.24	\$769,835.05	3054	267
4	Hampton 40603	\$60,816.69	\$709,018.36	7025	265
Total		\$290,981.64			
Remaining		\$709,018.36			

41867

FEE: \$1,000,000.00

COMPLETION DATE: December 30, 2021

Task #	Task Description	Fee	Balance	Org.	WCC
			\$1,000,000.00		
1			\$1,000,000.00		
2					
3					
Total		\$0.00			
Remaining		\$1,000,000.00			

41868

FEE: \$1,000,000.00

COMPLETION DATE: December 30, 2021

Task #	Task Description	Fee	Balance	Org.	WCC
			\$1,000,000.00		
1	Columbia Colebrook 42313	\$99,807.00	\$900,193.00	3054	133i
Total		\$99,807.00			
Remaining		\$900,193.00			

2017 Statewide Bridge Design Agreements

41339

FEE: \$750,000.00

COMPLETION DATE: December 30, 2020

Task #	Task	Fee	Balance	Org.	WCC
			\$750,000.00		
1	H-B TIGER Grant	\$28,853.74	\$721,146.26	3054	133h
2	P-K 15731 Boat Ramp Shop Drawings	\$9,505.83	\$711,640.43	3054	267
3	Ashland-Bridgewater 24904 Part A	\$131,010.41	\$580,630.02	3054	133h
4	Bridge Maintenance Manual	\$40,796.89	\$539,833.13	3008/5034	103D
5	Hinsdale-Brattleboro 12110C; 2D Hydraulic Analysis Services	\$12,245.35	\$527,587.78		
6	Barrington 41398; 2D Hydraulic Analysis Services Mallego Road	6,509.27	\$521,078.51		
7	Vilas Rating; funded thru Complex Br. 40759	\$52,071.01	\$469,007.50	3054	105H
8	P-K 15731 Boat Ramp Shop Drawings (Amendment 1)	\$5,283.19	\$463,724.31	3054	267
9	Lancaster - Guildhall 16155 ROW Meeting	\$2,940.26	\$460,784.05	3054	133i
11	Lancaster - Guildhall 16155 2D Hydraulic Analysis	\$24,598.77	\$436,185.28	3054	267
10	Lebanon 25821 - Amendment #2	\$24,296.62	\$411,888.66	3054	133i
12	Shelburne 40363	\$0.00	\$411,888.66	8910	133h pulled
13	Hinsdale-Brattleboro 12210C; BUILD Grant	\$14,759.15	\$397,129.51	3054	133h
14	Lancaster - Guildhall 16155 Dwarf Wedgemussel Salvage Efforts	\$129,517.41	\$267,612.10	3054	133i
15	Lancaster - Guildhall 16155 Redesign to address VTrans comments	\$15,688.73	\$251,923.37	3054	133i
16	Lancaster - Guildhall 16155 Truck Turning Layout & LRS	\$23,223.85	\$228,699.52	3054	133i
17	Peterborough 15879 Amendment 3	\$36,748.33	\$191,951.19	3054	133i
18	Statewide Scour Stabilization 41915	\$160,200.69	\$31,750.50	3054	133i
19	Lancaster-Guildhall CE	\$23,420.04	\$8,330.46	8910	267
Total		\$741,669.54			
Remaining		\$8,330.46			

41340

FEE: \$750,000.00

COMPLETION DATE: December 30, 2020

Task No.	Task	Fee	Balance	Org.	WCC
			\$750,000.00		
1	Tiger Grant Application	\$20,889.22	\$729,110.78	3054	133h
2	North Hampton 24457 Noise Study	\$5,786.84	\$723,323.94		
3	East Kingston 26942 CE services	\$24,891.46	\$698,432.48	3054	267
4	Portsmouth 13455D CE services	\$24,950.08	\$673,482.40	3054	267
4a	Portsmouth 13455D CE services Amendment 1	\$6,353.29	\$667,129.11	3054	267
5	Portsmouth 13455E CE services	\$12,080.94	\$655,048.17	3054	267
6	Lee 41322	\$97,285.14	\$557,763.03	3054	133h
7	Portsmouth 15731 Permit Amendment	\$5,376.45	\$552,386.58	3054	267
8	Portsmouth 15731 Dock Permit	\$12,889.74	\$539,496.84	3054	267
9	Portsmouth 27690 Part B	\$75,826.07	\$463,670.77	3054	133i
10	Portsmouth 15731 - Env Monitoring	\$13,021.33	\$450,649.44	3054	267
11	Portsmouth 13455D - Bridge Mounted Sign Structure	\$8,317.32	\$442,332.12	3054	267
12	Ossipee 14749 - Seismic Analysis	\$24,997.74	\$417,334.38	3054	133i
13	Hinsdale-Brattleboro	\$59,592.10	\$357,742.28	3054	133i
14	Tiger Grant Reporting	\$24,971.33	\$332,770.95	3054	133h
12a	Ossipee 14749 - Amendment 2	\$23,143.56	\$309,627.39	3054	133i
15	I-93 Ped Culvert Protection	\$13,591.92	\$296,035.47	3054	267
16	Ossipee 14749 - Construction Services	\$70,826.67	\$225,208.80	3054	267
17	Portsmouth 27690 Construction Services	\$12,909.54	\$212,299.26	3054	267
18	East Kingston 26942 AIDS Reporting	\$10,675.28	\$201,623.98	3054	267
Total		\$548,376.02			
Remaining		\$201,623.98			

41342

FEE: \$750,000.00

COMPLETION DATE: December 30, 2020

Task No.	Task Description	Fee	Balance	Org.	WCC
			\$750,000.00		
1	29486 Bennington	\$177,480.72	\$572,519.28	3054	133h
2	Dixville culvert effort	\$127,277.71	\$445,241.57		
3	Lyme-Thetford NEPA	\$53,994.55	\$391,247.02	3054	133h
4	PK culvert inspection	\$12,849.86	\$378,397.16	7025	133h
5	Walpole-Rockingham	\$93,564.01	\$284,833.15	3054	133h
6	Shelburne 40633	\$69,299.82	\$215,533.33	3054	133h
Total		\$534,466.67			
Remaining		\$215,533.33			

41341

FEE: \$750,000.00

COMPLETION DATE: December 30, 2020

Task	Project	Allocated	Balance	org code	wcc
			\$750,000.00		
1	Dummer 16304	\$2,350.89	\$747,649.11	3054	133i
2	Allenstown 40362	\$216,781.00	\$530,868.11	8910	133h
4	Newington Dover 11238S	\$0.00	\$530,868.11	7514	133h
3	Somersworth 42110	\$27,169.00	\$503,699.11	3054	103c pulled
5	Franconia 24497	\$26,814.00	\$476,885.11	3897	267
6	Deerfield 24477	\$97,328.00	\$379,557.11	3054	133h
7	Portsmouth New Castle 41253	\$22,206.00	\$357,351.11	3054	267
8	Hopkinton 41303	\$9,141.00	\$348,210.11	3054	267
Total			\$401,789.89		
Remaining			\$348,210.11		

2016 Statewide Bridge Design Agreements

41081

FEE: \$750,000.00

COMPLETION DATE: December 30, 2019

Task No.	Task Description	Fee	Balance	Org.	WCC
			\$750,000.00		
1	14633H Pier footing re-design	\$3,521.00	\$746,479.00	3054	267
2	Amend Task 1	\$2,355.25	\$744,123.75	3054	267
3	FEMA Comments on CLOMRs	\$53,188.00	\$690,935.75	3054	133I
4	Farmington Construction Services	\$37,957.00	\$652,978.75	3054	267
5	Springfield (wcc 133H)	\$137,487.34	\$515,491.41	3054	133H
6	Springfield (wcc 133H)	\$4,319.34	\$511,172.07	3054	133H
7	Alton 40624	\$207,150.01	\$304,022.06	3054	133H
8	Hanover-Norwich 42278	\$182,000.00	\$122,022.06	3054	133h
9	13065, Exit 4A ACOE Permit	\$24,984.82	\$97,037.24	3031	133H
10	FEMA Comments on CLOMRs	\$15,189.00	\$81,848.24	3054	133I
Total		\$668,151.76			
Remaining		\$81,848.24			

41078

FEE: \$750,000.00

COMPLETION DATE: December 30, 2019

Task No.	Task Description	Fee	Balance	Org.	WCC
			\$750,000.00		
1	Lebanon 41191	\$359,474.44	\$390,525.56	3054	133h
1a	Lebanon 41191, Amend 1	\$24,851.53	\$365,674.03	3054	133i
1b	Lebanon 41191, Amend 2	\$24,707.94	\$340,966.09	3054	133i
1c	Lebanon 41191, Amend 3	\$5,824.83	\$335,141.26	3054	133i
1d	Lebanon 41191, Amend 4	\$6,533.55	\$328,607.71	3054	133i
2	Swanzey 23737	\$12,992.49	\$315,615.22	3054	267
3	Swanzey 23737	\$39,638.58	\$275,976.64	3054	267
4	Haverhill 16238	\$24,970.15	\$251,006.49	3054	267
4a	Haverhill 16238	\$8,516.73	\$242,489.76	3054	267
5	Acworth 16301	\$24,850.50	\$217,639.26	8910	267
5a	Acworth 16301	\$7,998.74	\$209,640.52	8910	267
6	NH Port Survey	\$14,965.67	\$194,674.85	3054	337
7	HDC Effort on Haverhill	\$64,510.60	\$130,164.25	3054	133I
8	Andover 40392 Inspection	\$23,538.00	\$106,626.25	3054	133h
9	Andover 40392 Part A	\$99,988.62	\$6,637.63	3054	133h
Total		\$743,362.37			
Remaining		\$6,637.63			

41082

FEE: \$750,000.00

COMPLETION DATE: December 30, 2019

Task No.	Task Description	Fee	Balance	Org.	WCC
			\$750,000.00		
1	Sunapee 41300	\$173,092.98	\$576,907.02	3054	133i
2	41510 Seabrook Hampton	\$4,905.61	\$572,001.41	3039	133h
3	41510 Seabrook Hampton	\$117,539.81	\$454,461.60	3054	133i
4	40759 Memorial Bridge Gear Inspection	\$10,826.44	\$443,635.16		
5	Swanzey 27692	\$125,000.00	\$318,635.16	3054	103c
6	Milton-Lebanon	\$125,000.00	\$193,635.16		
7	40792C STIC DB Eval	\$15,413.53	\$178,221.63	3054	103c
8	Derry 13065 Exit 4A RFQ	\$108,156.98	\$70,064.65	3054	133h
Total		\$679,935.35			
Remaining		\$70,064.65			

**STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**

DATE: January 3, 2018

FROM: James A. Marshall, PE **AT (OFFICE):** Bureau of Highway Design

SUBJECT: Highway Design Statewide Consultant Needs

TO: Peter E. Stannas, P.E.
Director of Project Development **THRU:** William J. Oldenburg, P.E.
Asst. Director of Project Development

RETURN TO: William J. Oldenburg, P.E.
Chair, Consultant Selection
Committee **FILE:** Consultant Selection File
Highway Design

MEMORANDUM

This memo documents Highway Design’s Statewide Consultant needs for projects for the next three years.

Highway Design proposes to utilize statewide consultants as an extension of our design team staff. The statewide consultant contracts fill a vital role in our mission to deliver the construction program on time. These contract assignments vary from, programmatic projects like guardrail, pavement preservation, HSIP and culvert rehabilitation/replacement, to ten year plan type projects. Consultants also add specialty engineering services to our design efforts. Being flexible with project assignments allows for quick response to design issues.

In July 2017 Highway Design gave Notice to Proceeds to four Statewide Design Consultant contracts valued at \$750,000 each for a term of 3 years.

To date the four statewide consultants have been utilized at a high “burn rate.” The statuses of these contracts are as follows:

- GM2- \$435,010 remaining
- HTA- \$396,963 remaining
- MJ- \$567,553 remaining
- VHB- \$171,001 remaining

Approximately half of the dollars are committed in the first six months of the Statewide Contracts. These assignments consisted of mostly programmatic type projects that include, HSIP, Paving, Guardrail replacement, Culvert rehab/replace, Rail Road crossing upgrades, Final Design on a roadway project, and a River Study. There was a back log of work to be assigned however the remaining dollars will be exhausted within the next 9 months following the strategies outlined below.

Based on the funding for the Ten Year Plan, and with the addition of the Betterment Resurfacing Program being moved to Highway Design, and as well as other miscellaneous assignments that come up throughout the year, Highway Design will need design consultants to meet the advertising schedule.

A proposal to have six design consultants with a tiered value approach and a 3 year duration is recommended. The tiered value is as follows:

- 2 contracts valued at \$1,000,000
- 2 contracts valued at \$750,000
- 2 contracts valued at \$500,000

Highway Design strategies on using the 6 Statewide Consultant contracts is as follows:

HSIP- \$650,000 per year for the next 2 years to fill out the program then reduced to \$350,000 per year thereafter.

Tier 2 Paving- \$400,000 to \$500,000 per year

Guardrail- \$200,000 per year

Culverts- \$150,000 per year

Final Design work- up to (2) contracts at \$200,000 each. So \$400,000 per year

Specialty Projects- up to (2) contracts at \$75,000 each. So \$150,000 per year

This proposed utilization of Statewide Consultant Services equates to approximately \$2,000,000 per year. The utilization of the contracts will be evaluated on an annual bases.

These contracts will be recommended by the consultant committee based on their overall score. Top scores receive the \$1,000,000 contracts and the fifth and sixth place scores receive the \$500,000 contracts.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

June 12, 2013

Mr. Patrick Bauer
Division Administrator
FHWA New Hampshire Division
J.C. Cleveland Federal Building
53 Pleasant Street, Suite 2200
Concord, NH 03301


Attention: Ms Brigitte Mandel

Dear Mr Bauer:

This letter is intended to provide you the document developed out of the National Review Team (NRT) findings concerning the recommendation for a conflict of interest guideline. Attached please find enclosed the NH Department of Transportation Consultant Conflict of Interest Guideline. This guideline was developed from input from your office, the ACEC, the Attorney General's Office and internal NHDOT staff. This document is intended to provide NHDOT staff and sub-recipients receiving Federal Aid funds, guidance to assure procurement of consulting services for engineering design and/or construction inspection is done in a fair, open, and competitive manner, and avoids conflicting professional or personal interests.

The information in this document will be incorporated into the Department's Consultant Contract boiler plate language to insure that it is implemented for every consultant agreement. In addition, this document will become part of the NHDOT's Local Public Agency Manual to make all municipal recipients of Federal Aid Project funds aware of this issue and as well as the need for mitigation measures. The Guideline is intended to be a living document and will be updated periodically as changes are made to the process.

Sincerely,


Craig A. Green, PE
Assistant Director of Project Development

CAG/cag

cc: B. Cass
N. Mayville
✓ W. Hardiman

NH Department of Transportation Consultant Conflict of Interest Guideline

6/12/13

Subject: Use of Design Consultants for Construction Inspection Services

Purpose: The purpose of this conflict of interest guideline is to assure procurement of consulting services for engineering design and/or construction inspection is done in a fair, open, and competitive manner, and avoids conflicting professional or personal interests when such competing interests could potentially affect a firm's ability to provide impartial decisions and/or perform their contractual obligations. This guidance applies to all Federal Aid Projects including projects of "sub-recipients" (i.e. Local Public Agencies (LPA's) otherwise known as the community administering the project) of these funds. This guideline is intended to supplement, but not replace any applicable state and federal laws governing conflict of interest applicable to state agencies.

Policy: A consulting firm, officer/employee of a consulting firm, or a firm acting in the capacity as a sub-consultant, performing professional services for the NH Department of Transportation (NHDOT) or sub-recipients receiving Federal Aid funds in connection with a project, shall not directly or indirectly have a financial, personal or other interest, in any contract or subcontract in connection with such project other than employment or retention by the NHDOT or sub-recipient.

Procedure: In general and as practical, consulting firms that have performed the engineering design for a project should not be selected for the construction inspection/oversight for the same project, as it can have the appearance of a conflict of interest.

However, if the Department or sub-recipient determines there is a justified need to retain the same consulting firm for construction inspection/oversight services on the same project the firm performed the engineering services on, the consultant may be considered for the construction inspection/oversight services provided that there is a determination that no conflict of interest exists, or mitigation measures can be implemented that will assure no conflict of interest. If the consulting firm is aware of, or identifies a conflict of interest, the firm shall disclose to the Department or sub-recipient any association, interest, or circumstance which could influence the firm's judgment or quality of services, and submit a plan and procedure for mitigation that shall be put in place by the firm to avoid the conflict of interest or perception. This disclosure and mitigation shall be provided to the Department's lead person/project manager or the sub-recipient.

The Department's lead person/project manager or sub-recipient shall review the consulting firm's conflict of interest disclosure and mitigation measures and make a recommendation to the Director of Project Development and Chief Engineer with the justification and the mitigation measures.

The Director of Project Development shall review the recommendation from the lead person/project manager or sub-recipient regarding the conflict of interest disclosure and mitigation measures from the firm, and the Chief Engineer shall approve or disapprove the lead person/project manager, or sub-recipient's recommendation.

If the consulting firm's conflict of interest documentation and mitigation measures are approved for construction oversight/inspection, the lead person/project manager or sub-recipient shall put in place monitoring, evaluation and reporting procedures sufficient to ensure overall compliance and that no conflict of interest exists. This will include regular sampling and evaluation of the contract documents, and preparation of reports of findings and any remedial actions required.

Responsibility: It is the responsibility of the consultant firm to anticipate, identify, and disclose any actual, potential or appearance of a conflict of interest to the NHDOT or sub-recipient. Sub-consultants are responsible for disclosing any actual, potential, or appearance of conflicts of interest to the prime consultant firm, and the prime shall disclose the sub-consultant's conflict to the NHDOT or the sub-recipient. The NHDOT or sub-recipient retains the sole discretion to determine on a case-by-case basis whether a conflict of interest exists and will base the determination on facts made available at the time of determination. Any unknown facts or change in facts may necessitate a re-evaluation of the original determination.

The consulting firm, officer/employee of a consulting firm, or a firm acting in the capacity as a sub-consultant shall notify the NHDOT's Project Manager/Lead Person or sub-recipient of a conflict of interest in writing, fully explaining the conflict and providing suggestions or protocols to remedy the conflict prior to:

- The completion of any consultant selection process;
- Engaging a sub-consultant on a NHDOT contract;
- Performing construction inspection/oversight on a project which the firm performed the design;
- Accepting any work from an entity other than the NHDOT that is associated with a project on which the firm performed services for the NHDOT.

The NHDOT's Project Manager/Lead Person or sub-recipient will be responsible for reviewing the firm's suggestions and protocols, and requesting approval from the Chief Engineer thru the Director on whether to object to the conflict, mitigate the conflict, or require the firm or sub-consultant to remedy the conflict.

A copy of the approval from the NHDOT Chief Engineer must be on file in the firm's office and available for review by the NHDOT, if requested.

Nonconformance Action: Failure to obtain approval for any conflict of interest on any Federal Aid project or sub-recipient project that is federally funded may jeopardize the consultant firm's selection for that project. If there is reasonable cause to believe a consultant firm knew, or, through the exercise of reasonable care should have known, that the consultant firm has actual or possible conflicts of interest with respect to its proposed role in the project, and that the consultant firm failed to disclose such actual or possible conflicts of interest to the NHDOT, the NHDOT or sub-recipient shall inform the firm of the basis for such belief and afford the consulting firm an opportunity to explain the alleged failure to disclose. If, after hearing the consulting firm's response and after making further investigation as warranted by the circumstances, the NHDOT or sub-recipient determines the consulting firm has knowingly or intentionally failed to disclose an actual conflict of interest in violation of this Policy, the NHDOT may take appropriate

disciplinary and corrective action up to and including debarment from the NHDOT Consultant Eligibility List and/or suspension from participation in any Department or sub-recipient work for a period of up to 5 years for the first offense, and permanently for any future offense. In determining whether to impose any such disciplinary or corrective action, as well as the nature and severity of any such action to be imposed, the NHDOT shall take into consideration the seriousness of the alleged violation and the particular circumstances involved, including whether the consulting firm intended by its nondisclosure of the conflict to mislead the NHDOT or to gain an unfair advantage in the selection process.



**EX-16 1-1
Conflict of Interest Certification**

Name: _____
Bureau: _____

Date: _____
Title: _____

***Please review, check one of the boxes and fill out that section.
Return to Consultant Committee Chairperson***

- Having read the conflict of interest Policy EX-16, I certify that I have **no conflict of interest**, real or apparent, with the selection, award or administration of a contract to any consultant firm that could be awarded a contract by the Department.

Signed: _____

Note: If at any time during the year a potential conflict of interest arises, it is the employee's responsibility to bring that conflict forward in a timely manner to their supervisor and a new certification filled out, if deemed necessary.

-
- Having read the conflict of interest Policy EX-16, **I may have a conflict of interest**, real or apparent, with the selection, award, or administration of a consultant contract that could be awarded by the Department.

Consultant Firm Name: _____

Working with my supervisor and my appointing authority the following mitigation has been developed.

Signed: _____

Date: _____

Division Director: _____

Date: _____

Assistant Commissioner: _____

Date: _____

POLICY NUMBER: <i>EX-16</i>		POLICY NAME: <i>Conflict of Interest – Consultant Contracts</i>	
ADOPTION DATE:		LAST UPDATED:	
POLICY APPROVED BY: <i>Commissioner, NHDOT</i>		SIGNATURE:	
RESPONSIBLE OFFICE: <i>Executive Office</i>		CONTACT PERSON: <i>Assistant Director of Project Development</i>	
REQUIREMENTS: <i>Read and Sign within 30 days.</i>		REFERENCES: <ul style="list-style-type: none"> • 23 CFR 172.7 • 2 CFR 200.122 • 23 CFR 1.33 • RSA 21-G:22 • RSA 21-G:26-a • NHDOT Nepotism Policy – EX-4 	

POLICY STATEMENT

To meet Federal and State laws the New Hampshire Department of Transportation (NHDOT) shall ensure that no employee, officer, or agent of the Department shall participate in the selection or in the award or administration of a consultant contract if a conflict of interest, real or apparent, would be involved. Such a conflict arises when there is financial or other interest in the consultant selected for award by:

- a) The employee;
- b) Any family member of the employee;
- c) An organization that employs or is about to employ any of the above.

SCOPE

This policy applies to all full and part-time employees of NHDOT that participate in the selection, award, or administration of a consultant agreement solicited by the Department.

DEFINITIONS

Definitions related to this policy may be viewed on the SOS [Approved Definitions](#) page.

Consultant: A firm, company or individual who is hired by contract to perform work or provide engineering, or engineering support, services for the Department.

COMMENTS

1. Pursuant to Federal and State Laws:

Federal Law:

23 CFR Part 172.7(b)(4),
2 CFR 200.122,
23 CFR 1.33

State Law:

21-G:22,
21-G:26-a

2. The certification form, *EX-16 1-1 Conflict of Interest Certification*, shall be completed by any Consultant Committee: Member, Special Member, or Bureau employee upon their being assigned a Committee role or consultant contract oversight. The Policy will be reviewed, at least, on a yearly basis every January 1st.
3. Any potential conflict of interest shall have a procedure to mitigate that conflict and the mitigation shall be approved and signed off by the employee, their Division Director and the Assistant Commissioner.
4. Copies of the *EX-16 1-1 Conflict of Interest Certification* documents will be compiled and stored by the Consultant Committee Chairperson and a copy kept in their personnel file.
5. Any previous references or guidance related to policies, directives, procedures, manuals, and forms not included in the SOS are superseded by approved SOS documents.
6. Any employee found to have violated the SOS policies and/or procedures will be subject to disciplinary action up to and including discharge from employment pursuant to [PART Per 1002 of the Rules of the Division of Personnel](#).

AMENDMENT RECORD

This policy is reviewed every two years to ensure its continuing relevance and accuracy. Record any amendments below.

Date	Comments	Name	Title
	Original Policy Adopted		Commissioner

Appendix 2.1.11 - Shortlist Approval Memo

- a. Shortlisted Firm #1**
- b. Shortlisted Firm #2**
- c. Shortlisted Firm #3.**

William J. Oldenburg, PE
Assistant Director of Project Development
Chairperson, Consultant Selection Committee

cc: **AFTER APPROVAL**
List Negotiation Sub-Committee Members
List of Special Members

S:\Commissioner\Oldenburg\Working Copy -Consultant Selection Manual\2.1 QBS Appendix\2.1.11 Shortlist Approval Memo.docx



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Appendix 2.1.12 – Request for Proposal Letter (rev. 7-15-2020)

Commissioner's Office

Date

Mr./Ms. First and Last Name, Title
Company
Address Line 1
Address Line 2
City, State, Zip

Re: Project and Project Number
Request for Technical Proposal

Dear Mr./Ms. Last Name:

The New Hampshire Department of Transportation plans to retain the services of one qualified consulting engineering firm to provide engineering services for give a brief description of the project and the work needed as outlined in the attached Scope of Work.

The following firms have been short listed by the Department's Consultant Selection Committee for further consideration for this project:

- Firm Name #1
Firm Name #2
Firm Name #3

Enclosed is a Draft Scope of Work defining the work and services, as it is currently envisioned. To complete the selection process, you are requested to submit a brief technical proposal outlining your understanding of the work required, your firm's capabilities to perform these services in a timely manner, and the personnel and resources of the firm available for these assignments.

The technical proposal shall meet the format requirements shown on the attached Technical Proposal Formatting Requirements document. Failure to follow the formatting requirements could lead to point deductions in scoring or disqualification from consideration.

Also included is a copy of the anticipated Consultant Committee negotiation schedule. This should give you a better understanding of the timeframe of the remaining process and when a notice to proceed is anticipated so staff workload can be determined.

It is important to designate in the proposal the Project Manager and team to be assigned to the project. If subconsultants are to be utilized, they should be identified along with their anticipated assignments in the same detail as your staff. The Department has a Disadvantaged Business Enterprises (DBE) goal of 4% has been established for the Department. While this project has no specific DBE requirements the use of DBE firms is encouraged.

Consultant firms or teams will be rated on the basis of their: 1) Comprehension of the assignment, 2) Clarity of the proposal, 3) Capacity to perform in a timely manner, 4) Quality and experience of the Project Manager and the team, 5) Previous Experience, and 6) Overall suitability for the assignment.

The solicitation of a proposal does not commit the Department to award a contract or to pay any costs incurred in the preparation of the proposal. The Department reserves the right to accept or reject any and all proposals received, or to cancel the RFP entirely. A fee request, including overhead and profit rates, will be made upon selection of the consultant firm.

The Department has permanently suspended the requirement to submit hardcopies of the technical proposals. An electronic version (.pdf format) is required as part of the Request for Proposal (RFP) requirements. There are two options to submit the .pdf file; if under 20mb email to William.Oldenburg@dot.nh.gov; if over 20mb upload the .pdf file onto a flash drive, CD or other acceptable media. Please put in the subject line: “**Technical Proposal for Project Name and Number**”.

This material should be received at the Department no later than 4:00 pm on **Day of Week and Date**. Technical and administrative questions relating to this project and the technical proposal request should be directed to PM Name, Project Manager of the Bureau of Bureau Name, Tel: (603) 271-XXXX.

Sincerely,

William J. Oldenburg, P.E.
Assistant Director of Project Development
Chairman, Consultant Committee

Attachments:

Scope of Work Checklist
Technical Proposal Formatting Requirements
Negotiation Schedule

cc: List Negotiation Sub-Committee Members
List Special Members,

Standalone - Technical Proposal Format Requirements

Technical Proposals shall have the following requirements:

- Have a front and back cover.
- Dividers with tabs for the sections and appendices are optional, but if used shall contain no technical or project related information (existing condition pictures are acceptable).
- The maximum page size for any page within the proposal shall be 8.5" x 11". Single sided printing shall count as one page; double sided printing shall count as 2 pages.
- Minimum font style and size shall be size 11 Times New Roman, or equivalent.
- Minimum margins shall be 3/4" on all edges.
- Maximum file size is 15MB, file shall be in an unprotected and unrestricted pdf format

The following sections shall be included within the Technical Proposal:

1. Introduction Letter – 1 pages maximum.
2. Project Understanding and Approach - Main body that explains the Consultant's approach for accomplishing the assignment (4 pages maximum, unless instructed otherwise)
3. Organizational Chart and Project Team – Allows firms to explain their team members, capabilities, and similar experience as well as show their organizational chart (2 pages maximum (including sub-consultants)).
4. Schedule– 1 page maximum (proposed schedule and milestones to meet completion date).
5. Appendix (within the appendix the following shall be submitted)
 - Resumes (upper and mid-level staff anticipated to be assigned to the project) – 10 pages maximum.
 - Applicable Work Experience (examples of recent applicable work experience) – 5 pages maximum.

All the above information shall be reviewed when the Selection Committee scores the proposals. Failure to follow the formatting requirements could lead to point deductions in scoring or disqualification from consideration.

The Technical Proposal shall be assessed on:

1. Comprehension of Assignment (20%) – How well the firms explained their understanding of the scope of work, what the work could involve and their approach to completing the project successfully.
2. Clarity of the Proposal (20%) – Completeness, accuracy and thoroughness of the proposal. Is the proposal technically accurate, clear to read and understandable. Spelling, accuracy and grammar count.
3. Capacity to Perform in a Timely Manner (20%) – Based on past experience and reference checks has timeliness been an issue in the past. Firm's ability to deliver on time and on schedule.
4. Quality & Experience of Project Manager/Team (20%) – Based on past experience, resumes, and submitted previous work experience does the project team deliver a quality product, work well together and have relevant and recent experience that is comparable to the project.
5. Previous Performance (10%) – Based on past work performance, has the firm shown the necessary experience, knowledge, time management, resource allocation, etc. to complete the required work.
6. Overall Suitability (10%) – Based upon all facts being considered, is this project something the firm could excel at accomplishing.

On-Call - Technical Proposal Format Requirements

Technical Proposals shall have the following requirements:

- Have a front and back cover.
- Dividers with tabs for the sections and appendices are optional, but if used shall contain no technical or project related information (existing condition pictures are acceptable).
- The maximum page size for any page within the proposal shall be 8.5" x 11". Single sided printing shall count as one page; double sided printing shall count as 2 pages.
- Minimum font style and size shall be size 11 Times New Roman, or equivalent.
- Minimum margins shall be 3/4" on all edges.
- Maximum file size is 15MB, file shall be in an unprotected and unrestricted pdf format.

The following sections shall be included within the Technical Proposal:

1. Introduction Letter – 1 pages maximum.
2. Project Understanding and Approach - Main body that explains the Consultant's approach for accomplishing the assignment and potential task orders (4 pages maximum, unless instructed otherwise)
3. Organizational Chart and Project Team – Allows firms to explain their team members, capabilities, and similar experience as well as show their organizational chart (2 pages maximum (including sub-consultants)).
4. Appendix (within the appendix the following shall be submitted)
 - Resumes (upper and mid-level staff anticipated to be assigned to the project) – 10 pages maximum.
 - Applicable Work Experience (examples of recent applicable work experience) – 5 pages maximum.

All the above information shall be reviewed when the Selection Committee scores the proposals. Failure to follow the formatting requirements could lead to point deductions in scoring or disqualification from consideration.

The Technical Proposal shall be assessed on:

1. Comprehension of Assignment (20%) – How well the firms explained their understanding of the scope of work, what the work could involve and their approach to completing the project successfully.
2. Clarity of the Proposal (20%) – Completeness, accuracy and thoroughness of the proposal. Is the proposal technically accurate, clear to read and understandable. Spelling, accuracy and grammar count.
3. Capacity to Perform in a Timely Manner (20%) – Based on past experience and reference checks has timeliness been an issue in the past. Firm's ability to deliver on time and on schedule.
4. Quality & Experience of Project Manager/Team (20%) – Based on past experience, resumes, and submitted previous work experience does the project team deliver a quality product, work well together and have relevant and recent experience that is comparable to the project.
5. Previous Performance (10%) – Based on past work performance, has the firm shown the necessary experience, knowledge, time management, resource allocation, etc. to complete the required work.
6. Overall Suitability (10%) – Based upon all facts being considered, is this project something the firm could excel at accomplishing.

Appendix 2.1.14 – Technical Proposal Evaluation Form (rev. 12-27-2018)

Date

PROJECT: Project Name and Number

DESCRIPTION: Brief description of the project.

Services Required: Part A, Part B, etc

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms								
	W E I G H T	Firm #1	Firm #2	Firm #3					
Comprehension of the Assignment	20%	##	##	##					
Clarity of the Proposal	20%	##	##	##					
Capacity to Perform in a Timely Manner	20%	##	##	##					
Quality & Experience of Project Manager/Team	20%	##	##	##					
Previous Performance	10%	##	##	##					
Overall Suitability for the Assignment*	10%	##	##	##					
N/A									
N/A									
N/A									
N/A									
Total	100%	##	##	##					

*Includes: Proximity to project; usage, quality and experience of subconsultants proposed; relationship of firm to municipalities or other third party.

- Ranking of Firms:
- 1.Firm with Highest Score
 - 2.Firm with Second Highest Score
 - 3.Firm with Third Highest Score
 - 4.
 - 5.
 - 6.
 - 7.
 - 8.

Voting Members Signature in Ink
Signature (in ink)

NOTE: Weight may need to be varied based upon project requirements.

Appendix 2.1.15 – Selected Firm Approval Memo (rev. 7-14-2021)

The Consultant Committee requests the authority to negotiate a fee with the firm of
Name of #1 Firm

William J. Oldenburg, PE
Assistant Director of Project Development
Chairperson, Consultant Selection Committee

cc: **AFTER APPROVAL**
List Negotiation Sub-Committee Members
List of Special Members

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Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Commissioner's Office

Date

Mr./Ms. First and Last Name, Title
Company
Address Line 1
Address Line 2
City, State, Zip

Re: Project and Project Number
Brief Project Description

Dear Mr./Ms. Last Name:

The Department has completed its review of proposals received from the "shortlisted" firms interested in providing engineering design services for the Very brief description of the project and services requested. The firm of Enter Name of Selected Firm was selected by the Department for further consideration to provide the services.

The Department thanks you for the interest shown in the proposal that you submitted.

Sincerely,

William J. Oldenburg, PE
Assistant Director of Project Development
Chairman, Consultant Committee

cc.: List Negotiation Sub-Committee Members
List of Special Members
Consultant Master File

Salary Rate Calculation Instructions

Rev. 2-16-2022

Salary Rate Table Tab:

This form is filled out for both Standalone and On-Call contracts. This entire form is filled out by the Consultant, and reviewed and approved by the Contract Manager.

The upper portion of the page should include the firm "Name", "Project Name and Number", and the Current "Date". There is also a location for the "Proposed Indirect Cost Rate for this assignment". Standalone - This should be the proposed rate to be used by the consultant firm prior to the rate being approved by the Internal Audit Office. The Internal Audit Office will verify the rate as part of the Technical Review. On-Call - This should be the rate used on a Task Order assignment per the approved contract rate.

Column 1: Enter all firm staff that are anticipated to work on the project and will be billing to the project. **DO NOT** include employees that are included as part of your indirect cost rate (overhead)

Column 2: Enter the position classification that the employee has in the firm's payroll system.

Column 3: Enter the NHDOT classification that is agreed to, through discussions, by the firm and NHDOT Contract Manager. **Leave BLANK, this column is not currently being used.**

Column 4: Enter the employee's current certified payroll hourly rate as of the date on the Salary Rate Calculation Form. This should be their hourly pay rate with no additions (no overhead, profit, anticipated pay raises, rounding, etc.).

Column 5: Enter the NHDOT approved salary rates to be used for each employee. Generally the only difference between salaries entered in Column 4 and Column 5 should reflect whether or not a salary cap waiver has been granted.

Column 6: Calculates the average salaries for the same employee classifications.

It should be noted that depending on the number of staff members entered per classification the number of rows may have to be adjusted (either rows added or deleted) and the formula that calculates the average salary per classification (Column 6) may have to be adjusted to work correctly.

This sheet shall be signed and dated by the person at the firm with the authority to submit this information.

The Contract Manager shall review the information contained on this sheet and ensure that the staff listed are appropriate and likely to work on the project or be involved in any task order assigned. They should also verify that the average salaries listed are reasonable, calculated accurately, and transferred to the Salary Rate Calculator sheet correctly.

For On-Call contracts this form is filled out prior to award. This form will be used for Pre-Award audit purposes to ensure payroll and billing accuracy. A new form should be filled out and used for each Task Order assignment requested during the contract using current classification and pay information. The Salary Rate Table will be used to assign staff and assign classification rates of pay for the task order assignment budget preparation.

Salary Rate Calculator Tab:**This form is used on Standalone contracts ONLY.**

Most of this form is "auto-calculating". Information that needs to be entered is contained within the BLUE boxes and information that should auto-calculate is contained within the GREEN boxes.

The Classifications and the Current Average Rates shall be identical to the information from the SALARY RATE tab.

The Annual Escalation Rate is the Department approved escalation rate that is calculated annually every January. The current rate can be found on the Consultant Selection webpage. This number **SHALL NOT** be adjusted.

The Contract Manager shall enter the total number of months for the Contract Duration. This number shall not be changed without the approval of the Contract Manager.

Because of the delay from the time this form is filled out and when the contract is awarded there will be an automatic escalation of base salaries. The form will calculate an escalated rate to account for the time it takes to submit this information until Notice to Proceed (NTP). This TIME TO AWARD rate adjustment is to account for changes in consultant employee pay rates in this timeframe. For all contracts this TIME TO AWARD is assumed to be 6 months, so all contracts will see a 1% (based on a 2% annual escalation rate) escalation rate to the base salary rates.

The form will auto-calculate and determine the Effective % Rate used to calculate the contract classification salary rates (AVERAGE CONTRACT CLASSIFICATION RATES) used in the Fee Matrix.

Depending on the Contract duration the Year 1, Year 2, Year 3, etc. rows may have to be manually adjusted as well as the formulas that calculate the EFFECTIVE CONTRACT RATE.

The AVERAGE CONTRACT CLASSIFICATION RATES calculated shall be used for entry into the Fee Matrix when developing the contract budget.

For both Standalone and On-Call Contracts the consultant firm shall invoice actual direct labor hourly salary rates.

SALARY RATE CALCULATION FORM

Consultant Name: 0
 Project/Contract: # 0
 Date: 1/0/1900

Proposed Indirect Cost Rate for this Contract XXX.XX%

Annual Salary Escalation Rate 2022 3.75% (Set by DOT every January)
 Contract Duration (in months) 24

	Starting Rate	Annual Escalation Rate	Use 6 months fixed time	Prorated Escalation rate	Effective %
Time to Award	100.00%	3.75%	6	1.88%	101.88%
	Contract Period	Effective Escalation Rate	Months of Work	Escalation Rate/Yr.	Effective %
	Year 1	101.88%	12	3.75%	101.88%
	Year 2	101.88%	12	3.75%	105.70%

	Contract Duration	24	Effective Contract Rate	103.79%
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CLASSIFICATION		CURRENT AVERAGE CLASSIFICATION RATE	EFFECTIVE CONTRACT RATE	AVERAGE CONTRACT CLASSIFICATION RATE
Principal in Charge	PIC		103.79%	\$ -
Project Manager	PM		103.79%	\$ -
Senior Engineer	SPE		103.79%	\$ -
Project Engineer	PE		103.79%	\$ -
Assistant Engineer	AE		103.79%	\$ -
Environmental Coordinator	EC		103.79%	\$ -
Technician	TE		103.79%	\$ -
Administrative Staff	AS		103.79%	\$ -

Information entered by firm
 Auto-calculated

SALARY RATE CALCULATION FORM

Consultant Name: 0
 Project/Contract: # 0
 Date: 1/0/1900

Proposed Indirect Cost Rate for this Contract XXX.XX%

Annual Salary Escalation Rate 2022 3.75% (Set by DOT every January)
 Contract Duration (in months) 30

	Starting Rate	Annual Escalation Rate	Use 6 months fixed time	Prorated Escalation rate	Effective %
Time to Award	100.00%	3.75%	6	1.88%	101.88%
	Contract Period	Effective Escalation Rate	Months of Work	Escalation Rate/Yr.	Effective %
	Year 1	101.88%	12	3.75%	101.88%
	Year 2	101.88%	12	3.75%	105.70%
	Year 3	105.70%	6	3.75%	107.68%

	Contract Duration	30	Effective Contract Rate	105.08%
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CLASSIFICATION		CURRENT AVERAGE CLASSIFICATION RATE	EFFECTIVE CONTRACT RATE	AVERAGE CONTRACT CLASSIFICATION RATE
Principal in Charge	PIC		105.08%	\$ -
Project Manager	PM		105.08%	\$ -
Senior Engineer	SPE		105.08%	\$ -
Project Engineer	PE		105.08%	\$ -
Assistant Engineer	AE		105.08%	\$ -
Environmental Coordinator	EC		105.08%	\$ -
Technician	TE		105.08%	\$ -
Administrative Staff	AS		105.08%	\$ -

Information entered by firm
 Auto-calculated

SALARY RATE CALCULATION FORM

Consultant Name: 0
 Project/Contract: # 0
 Date: 1/0/1900

Proposed Indirect Cost Rate for this Contract XXX.XX%

Annual Salary Escalation Rate 2022 3.75% (Set by DOT every January)
 Contract Duration (in months) 36

	Starting Rate	Annual Escalation Rate	Use 6 months fixed time	Prorated Escalation rate	Effective %
Time to Award	100.00%	3.75%	6	1.88%	101.88%
	Contract Period	Effective Escalation Rate	Months of Work	Escalation Rate/Yr.	Effective %
	Year 1	101.88%	12	3.75%	101.88%
	Year 2	101.88%	12	3.75%	105.70%
	Year 3	105.70%	12	3.75%	109.66%

Contract Duration	36	Effective Contract Rate	105.74%
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CLASSIFICATION		CURRENT AVERAGE CLASSIFICATION RATE	EFFECTIVE CONTRACT RATE	AVERAGE CONTRACT CLASSIFICATION RATE
Principal in Charge	PIC		105.74%	\$ -
Project Manager	PM		105.74%	\$ -
Senior Engineer	SPE		105.74%	\$ -
Project Engineer	PE		105.74%	\$ -
Assistant Engineer	AE		105.74%	\$ -
Environmental Coordinator	EC		105.74%	\$ -
Technician	TE		105.74%	\$ -
Administrative Staff	AS		105.74%	\$ -

Information entered by firm
 Auto-calculated

SALARY RATE CALCULATION FORM

Consultant Name: 0
 Project/Contract: # 0
 Date: 1/0/1900

Proposed Indirect Cost Rate for this Contract XXX.XX%

Annual Salary Escalation Rate 2022 3.75% (Set by DOT every January)
 Contract Duration (in months) 48

	Starting Rate	Annual Escalation Rate	Use 6 months fixed time	Prorated Escalation rate	Effective %
Time to Award	100.00%	3.75%	6	1.88%	101.88%
	Contract Period	Effective Escalation Rate	Months of Work	Escalation Rate/Yr.	Effective %
	Year 1	101.88%	12	3.75%	101.88%
	Year 2	101.88%	12	3.75%	105.70%
	Year 3	105.70%	12	3.75%	109.66%
	Year 4	109.66%	12	3.75%	113.77%

	Contract Duration	48	Effective Contract Rate	107.75%
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CLASSIFICATION		CURRENT AVERAGE CLASSIFICATION RATE	EFFECTIVE CONTRACT RATE	AVERAGE CONTRACT CLASSIFICATION RATE
Principal in Charge	PIC		107.75%	\$ -
Project Manager	PM		107.75%	\$ -
Senior Engineer	SPE		107.75%	\$ -
Project Engineer	PE		107.75%	\$ -
Assistant Engineer	AE		107.75%	\$ -
Environmental Coordinator	EC		107.75%	\$ -
Technician	TE		107.75%	\$ -
Administrative Staff	AS		107.75%	\$ -

Information entered by firm
 Auto-calculated

Salary Rate Calculation Form

Consultant Name: **We're The Greatest** Proposed Indirect Cost Rate for this Assignment XXX.XX%
 Project/Contract: # **23456**
 Date: **1/25/2022**

Salary Rate Tables

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Employee Name	Company Classification	NHDOT Standardized Titles (Leave Blank, not currently used)	Company Hourly Rate (\$)	NHDOT Allowed Rate (\$)	Average NHDOT Allowed Rate (\$)
Joe Smith	Associate		\$ 75.00	\$ 75.00	\$ 74.00
Jane Doe	Senior Associate		\$ 73.00	\$ 73.00	
Sam Jones	Project Manager		\$ 59.00	\$ 59.00	\$ 59.00
Karen W.	Senior Engineer		\$ 55.00	\$ 55.00	\$ 53.75
Bob D	Senior Engineer		\$ 54.50	\$ 54.50	
Bill K.	Senior Engineer		\$ 53.50	\$ 53.50	
Jenn L.	Senior Engineer		\$ 52.00	\$ 52.00	
Jackie P.	Engineer		\$ 50.00	\$ 50.00	\$ 49.17
Tommy H.	Engineer		\$ 49.25	\$ 49.25	
Linda G.	Engineer		\$ 48.25	\$ 48.25	
Kevin N.	Junior Engineer		\$ 46.50	\$ 46.50	\$ 46.00
Teddy J.	Junior Engineer		\$ 45.50	\$ 45.50	
Bunny L.	Environmental Manager		\$ 36.50	\$ 36.50	\$ 36.00
Greene S.	Environmental Manager		\$ 35.50	\$ 35.50	
Pete G.	CADD Technician		\$ 32.25	\$ 32.25	\$ 32.00
Larry R.	CADD Technician		\$ 31.75	\$ 31.75	

I hereby certify, under the pains and penalties of perjury, that all the employees, classifications, and salaries listed are accurate and actual and are in accordance with the contract terms.

 Consultant Signature

 January 25, 2022
 Date

SALARY RATE CALCULATION FORM					
Consultant Name:		We're The Greatest			
Project/Contract: #		23456			
Date:		1/25/2022			
Proposed Indirect Cost Rate for this Contract		0.00%			
Annual Salary Escalation Rate 2022		3.75%		(Set by DOT every January)	
Contract Duration (in months)		36			
	Starting Rate	Annual Escalation Rate	Use 6 months fixed time	Prorated Escalation rate	Effective %
Time to Award	100.00%	3.75%	6	1.88%	101.88%
	Contract Period	Effective Escalation Rate	Months of Work	Escalation Rate/Yr.	Effective %
	Year 1	101.88%	12	0.00%	101.88%
	Year 2	101.88%	12	3.75%	105.70%
	Year 3	105.70%	12	3.75%	109.66%
		Contract Duration	36	Effective Contract Rate	105.74%
CLASSIFICATION		CURRENT AVERAGE CLASSIFICATION RATE	EFFECTIVE CONTRACT RATE	AVERAGE CONTRACT CLASSIFICATION RATE	
Principal in Charge	PIC	\$ 74.00	105.74%	\$ 78.25	
Project Manager	PM	\$ 59.00	105.74%	\$ 62.39	
Senior Engineer	SPE	\$ 53.75	105.74%	\$ 56.84	
Project Engineer	PE	\$ 49.17	105.74%	\$ 51.99	
Assistant Engineer	AE	\$ 46.00	105.74%	\$ 48.64	
Environmental Coordinator	EC	\$ 36.00	105.74%	\$ 38.07	
Technician	TE	\$ 32.00	105.74%	\$ 33.84	

	Information entered by firm
	Auto-calculated

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Name, P.E.
Title

DATE: Date

AT (OFFICE): Bureau of Bureau Name

SUBJECT: TECHNICAL REVIEW
PROJECT NAME AND NUMBER
(Consultant Firm Name.)

TO: Michelle Phillips
Internal Audit Administrator
Internal Audit Office

File: Consultant Master File
on N Drive

MEMORANDUM

Please initiate a Technical Review for the above noted project.

The project will involve Give a brief description of the project, typically this is a copy of the scope of services from the project posting, it should explain the type of contract (Fixed Fee or Lump Sum), whether it's an On-Call or Standalone, Part A or Part B/C, etc.

As stated in the firm selection letter, Company Name, the prime consultant on this project, has recently transmitted directly to you the following for your use in conducting this review:

- A list of the personnel and their current classifications that the firm anticipates will be charging to this project, along with a completed Salary Rate Calculation Form.
- Please include/verify the Contract Duration used in the Salary Rate Calculation Form.
- A current payroll register/journal for the listed employees.
- A copy of the firm's current ICR audit report, AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers, and a signed Certificate of Final Indirect Costs (unless the firm has an approved ICR on file for the most recently completed fiscal year.
- A copy of all *Sub-Consultant Indirect Cost Rate Self-Certification* forms

I have reviewed the consultant's staffing and classification breakdown listed on the Certified Salary Rate Table and agree that the staff and classifications anticipated to be used by the consultant appear appropriate for the project.

Questions regarding the above bulleted items may be addressed to [Insert Consultant Contact Name and Email Address].

In addition, please consider the following information when conducting the review:

- Compensation Format: Enter Cost Plus Fixed-Fee or Lump Sum
- Agreed-Upon Contract Dates as listed on the Salary Rate Calculation Form:
 - Contract Duration (in months): Enter number of months
- Approved Salary Cap Waivers: Enter either "Attached for your Review", or "Salary Cap Waivers were not Requested"
- Sub-consultants with a Cumulative Contract Total of all active NHDOT projects of \$200,000 or Greater: Insert Sub-Consultant Names and Subcontract Totals

- Sub-consultants with a Cumulative Contract Total of all active NHDOT projects of less than \$200,000 are required to submit a *Sub-Consultant Indirect Cost Self-Certification Form: Insert Sub-Consultant Names and Subcontract Totals*
- A completed copy of the Draft Agreement (for Statewide On-Call Contracts Only) is attached for your reference

Internal inquires may be addressed to the Enter NHDOT Contact Name, who will serve as Contract Manager for this project.

cc : Negotiation Sub-Committee Members, via e-mail
Internal Audit Office (DOT-InternalAudit@dot.nh.gov), via e-mail

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Sub-Consultant Indirect Cost Rate Self-Certification

Firm Name: _____ Cumulative Fee Total: _____

Project/Contract Name: _____ Project Number: _____

In accordance with the Department’s Qualification Based Selection (QBS) process for hiring consultants, an approved Indirect Cost Rate (ICR) is required if the following conditions are met. This applies to all Department managed and Local Public Agency (LPA) managed projects. The following is from the Department’s Procedural Manual.

2.1.17.6 Indirect Cost Rate Submission Requirements

Consulting firms providing services under a contract reimbursed with Federal-aid Highway Program (FAHP) funds are required to develop an indirect cost rate in accordance with the Federal cost principles outlined in the Federal Acquisition Regulations (FAR) of part 31 of title 48, Code of Federal Regulations.

Likewise, as a contracting agency, NHDOT is required to accept indirect cost rates developed in accordance with Federal cost principles and apply those rates for the purposes of contract estimation, negotiation, administration, reporting, and contract payment. To comply with regulatory requirements, the selected firm (or sub-consultants with a cumulative active contract fee total of \$200,000 or greater) must submit an Indirect Cost Rate Audit and required documentation to the Internal Audit Office.

Definitions:

Active Agreement – An Agreement is considered active when it has been approved but the contract expiration date has not occurred.

Agreement – A written procurement contract between the Department or LPA and a consultant reimbursed under a State funded program, FAHP grant or sub-grant and includes any procurement subcontract under a contract.

Cumulative Fee Total – The total amount of fee (taken from all active contract Fee and Man-Hour Proposals) that a sub-consultant has in all active agreements plus the estimated fee amount for any contracts currently under negotiation.

Fee and Man-Hour Proposal – A proposal stating the consultant’s costs for providing the services required for the project, including the breakdown of the proposed services by work hours, job classifications, salary rate, overhead/indirect costs, anticipated direct expenses, and profit, plus any subcontracts.

Indirect Cost Rate (ICR/Overhead Rate) – A factor/ratio computed by adding together all of a firm’s costs that cannot be associated with a single cost objective (e.g., general and administrative costs and fringe benefit costs), divided by a base value (typically direct labor cost) to determine a

rate. The rate is applied to direct labor, as incurred on projects, to allow a firm to recover the appropriate share of indirect costs allowable per the terms of the Agreement.

Cumulative Fee Total Calculation: For purposes of this certification, standalone agreements shall also include estimated fee amounts for all contracts under negotiation within the cumulative fee total. For statewide agreements, estimated fee amounts shall be included when a fee total can be reasonably estimated. When it is not reasonable to estimate a sub-consultant fee on a statewide agreement, the estimated fee amount for the contract under negotiation may be excluded from the Cumulative Fee Total calculation.

Cumulative Fee Total = Sum of all Active Agreements + Sum of all Estimated Fee totals for Contracts Under Negotiation (when reasonable)

Certification: Having reviewed the above, I certify that this firm does not meet the requirements necessary for an approved audited indirect cost rate submission for the above project/contract.

This form shall be completed by an individual who has the authority to represent the financial information used to establish the indirect cost rate proposal submitted in conjunction with a contract.

Name of Certifying Official	Title of Certifying official
Signature of Certifying Official	Date of Certification

Note: Although an approved audited indirect cost rate is not required, the consultant must develop an annual rate according to FAR principles for billing purposes.

Please provide a listing of all contracts, with dollar amounts, the firm currently has with NHDOT as a prime consultant or sub-consultant as follows:

NHDOT Contract Name	NHDOT Contract Number	Contract Fee Total

Note: Firm may provide listing on a separate page if sufficient space is not provided above.

Sub-Consultant Indirect Cost Rate Self-Certification

Firm Name: _____ Cumulative Fee Total: _____

Project/Contract Name: _____ Project Number: _____

In accordance with the Department’s Qualification Based Selection (QBS) process for hiring consultants, an approved Indirect Cost Rate (ICR) is required if the following conditions are met. This applies to all Department managed and Local Public Agency (LPA) managed projects. The following is from the Department’s Procedural Manual.

2.1.17.6 Indirect Cost Rate Submission Requirements

Consulting firms providing services under a contract reimbursed with Federal-aid Highway Program (FAHP) funds are required to develop an indirect cost rate in accordance with the Federal cost principles outlined in the Federal Acquisition Regulations (FAR) of part 31 of title 48, Code of Federal Regulations.

Likewise, as a contracting agency, NHDOT is required to accept indirect cost rates developed in accordance with Federal cost principles and apply those rates for the purposes of contract estimation, negotiation, administration, reporting, and contract payment. To comply with regulatory requirements, the selected firm (or sub-consultants with a cumulative active contract fee total of \$200,000 or greater) must submit an Indirect Cost Rate Audit and required documentation to the Internal Audit Office.

Definitions:

Active Agreement – An Agreement is considered active when it has been approved but the contract expiration date has not occurred.

Agreement – A written procurement contract between the Department or LPA and a consultant reimbursed under a State funded program, FAHP grant or sub-grant and includes any procurement subcontract under a contract.

Cumulative Fee Total – The total amount of fee (taken from all active contract Fee and Man-Hour Proposals) that a sub-consultant has in all active agreements plus the estimated fee amount for any contracts currently under negotiation.

Fee and Man-Hour Proposal – A proposal stating the consultant’s costs for providing the services required for the project, including the breakdown of the proposed services by work hours, job classifications, salary rate, overhead/indirect costs, anticipated direct expenses, and profit, plus any subcontracts.

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rate. The rate is applied to direct labor, as incurred on projects, to allow a firm to recover the appropriate share of indirect costs allowable per the terms of the Agreement.

Cumulative Fee Total Calculation: For purposes of this certification, standalone agreements shall also include estimated fee amounts for all contracts under negotiation within the cumulative fee total. For statewide agreements, estimated fee amounts shall be included when a fee total can be reasonably estimated. When it is not reasonable to estimate a sub-consultant fee on a statewide agreement, the estimated fee amount for the contract under negotiation may be excluded from the Cumulative Fee Total calculation.

Cumulative Fee Total = Sum of all Active Agreements + Sum of all Estimated Fee totals for Contracts Under Negotiation (when reasonable)

Certification: Having reviewed the above, I certify that this firm does not meet the requirements necessary for an approved audited indirect cost rate submission for the above project/contract.

This form shall be completed by an individual who has the authority to represent the financial information used to establish the indirect cost rate proposal submitted in conjunction with a contract.

Name of Certifying Official	Title of Certifying official
Signature of Certifying Official	Date of Certification

Note: Although an approved audited indirect cost rate is not required, the consultant must develop an annual rate according to FAR principles for billing purposes.

Please provide a listing of all contracts, with dollar amounts, the firm currently has with NHDOT as a prime consultant or sub-consultant as follows:

NHDOT Contract Name	NHDOT Contract Number	Contract Fee Total

Note: Firm may provide listing on a separate page if sufficient space is not provided above.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Commissioner's Office
(603) 271-3734

Date

Mr./Ms. First and Last Name, Title
Company
Address Line 1
Address Line 2
City, State, Zip

Re: Project and Project Number
Project Description

Dear Mr./Ms. Last Name:

This letter is to advise you that Company Name has been selected from the "short list" for further negotiations pursuant to entering into a contract for the proposed design services on the above-referenced project. The Contract Manager for this project is Contract Manager Name and may be contacted at Enter Name, e-mail address and phone number.

Prior to the development of your fee proposal, please provide a specific scope of work to accomplish the requirements listed in the previously provided Draft Agreement. This scope of work should be detailed with the specific work activities necessary to complete the project. This scope of work, in conjunction with Article I of the Agreement, shall constitute the formal Scope of Work for the project. You may schedule a meeting with the Department's Contract Manager when developing the scope of work.

Once the scope of work has been adequately developed, the NHDOT Internal Audit Office will perform a pre-award technical review of your firm's proposed salaries and indirect cost rate to determine whether the costs are reasonable and can be supported. In order to complete this review, please submit the following documentation as soon as practicable to the Contract Manager:

- A Certified Employee Salary Schedule and Salary Rate Calculation Form, which lists all employees anticipated to work on the project.
- A current payroll register/journal for the employees listed on the form.
- Unless your firm has an approved indirect cost rate on file with the Internal Audit Office for the most recently completed fiscal year, a copy of your firm's current Indirect Cost Rate Audit Report, AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers, and a signed Certificate of Final Indirect Costs. Currently the Department is not allowing the use of Facilities Capitol Cost of Money (FCCM) within the Indirect Cost Rate.
- Completed Sub-Consultant Indirect Cost Rate Self-Certification forms for all sub-consultants as applicable.

The Contract Manager will review and approve the Salary Rate Calculation Form and will forward the documentation to the Internal Audit Office.

Following the pre-award technical review, the fee should be generated based on the different categories of work and associated project development phases, as shown in the scope of work. Classification salary rates included within the fee matrix should match those from the approved Salary Rate Calculation Form. The breakdown of your proposal should show direct labor, overhead, fixed fee and direct expenses.

The Department's direct-labor salary-cap for engineering services is \$60.00 per hour, however exceptions to the cap may be allowed for specific specialty tasks when authorized in writing by the Department. Salary cap waivers must be approved by the Department in advance of finalization of your fee proposal. To request a waiver, a formal justification must be submitted to the Contract Manager along with resumes for each individual in which a waiver is requested.

Upon approval of the Salary Rate Calculation Form and Scope of Work, we would appreciate receiving the submission of a blank fee task matrix to the Contract Manager by Date, absent hours, for our use in preparing the Department fee for subsequent negotiations.

Please submit the final scope of work and proposed fee by close of business on **Date**. Ten (10) copies of your response to this request should be enclosed within a sealed envelope clearly marked, "Fee Proposal for Project Name and Number" and sent to:

William J. Oldenburg, PE
Assistant Director of Project Development
Chairman, Consultant Selection Committee
New Hampshire Department of Transportation
7 Hazen Drive, PO Box 483
Concord, NH 03301-0483

We are looking forward to developing our professional relationship with you on this project.

Sincerely,

William J. Oldenburg, PE
Assistant Director of Project Development
Chairman, Consultant Committee

cc: Sub-Committee Members Names, Sub-Committee
Special Members Names, Special Member
M. Phillips, Internal Audit Office



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Commissioners Office
(603) 271-3734

Date

Mr./Ms. First and Last Name, Title
Company
Address Line 1
Address Line 2
City, State, Zip

Re: Project and Project Number

Dear Mr./Ms. Last Name:

This letter is to advise you that Company Name has been selected from the “short list” for further negotiations pursuant to entering into a contract for the proposed design services on the above-referenced project. The contract duration is Enter Duration in Years years and shall have a not to exceed amount of \$Enter Contract Value. For purposes of this contract, Contract Manager Name is the Department’s Contract Manager and may be contacted at Enter Name, e-mail address and phone number.

As the next phase of this process, the NHDOT Internal Audit Office will perform a pre-award technical review of your firm’s proposed salaries and indirect cost rate to determine whether the costs are reasonable and can be supported. In order to complete this review, please submit the following documentation as soon as practicable to the Contract Manager:

- A Certified Employee Salary Schedule, which lists all employees anticipated to work on the project.
- A current payroll register/journal for the employees listed on the schedule.
- Unless your firm has an approved indirect cost rate on file with the Internal Audit Office for the most recently completed fiscal year, a copy of your firm’s current Indirect Cost Rate Audit Report, AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers, and a signed Certificate of Final Indirect Costs. The Department does not allow the use of Facilities Capitol Cost of Money (FCCM) within the Indirect Cost Rate for On-Call contracts.
- Completed Sub-Consultant Indirect Cost Rate Self-Certification forms for all sub-consultants as applicable.

The Contract Manager will review the salary schedule and will forward documentation received to the Internal Audit Office.

Following the pre-award technical review and execution of the Agreement, your firm will be required to prepare a scope of work and fee proposal for each task order assigned. The scope of work along with Article I of the Agreement shall constitute the formal Scope of Work for the project. The fee proposal will be developed after the scope of work is agreed upon and shall include the number of hours for each labor classification needed for the task order assignment and any direct expenses anticipated (using a cost-plus-fixed-fee compensation format).

The rates listed on the Certified Employee Salary Schedule must be used in the fee proposal and will be attached to the Agreement. The Department's direct-labor salary-cap for engineering services is \$60.00 per hour, however exceptions to the cap may be allowed for specific specialty tasks when authorized in writing by the Department. Salary cap waivers must be approved by the Department in advance of finalization of your fee proposal. To request a waiver, a formal justification must be submitted to the Contract Manager along with resumes of each individual for which a waiver is requested.

We look forward to developing our professional relationship with you on this project.

Sincerely,

William J. Oldenburg, PE
Assistant Director of Project Development
Chairman, Consultant Committee

cc: Sub-Committee Members
Consultant Master File
M. Phillips, Internal Audit Office

Final Roadway Consultant Design Worksheet 1

Project Name:
 Federal No.:
 State No.:

By:
 Date:

Remarks:

Road Name/Description	Length Mile/(km)	Est. Mandays per Mile/(km)	Completion Factors	Roadway Hours
Total Consultant Design Hours:				

Estimated Hours for Each Submission:

Submission	Assumed %	Estimated Hours
Preliminary	20% (20%)	
Slope & Drain	25% (45%)	
Utility Plan	3% (48%)	
Wetland plans	5% (53%)	
Preliminary ROW	7% (60%)	
Final ROW	5% (65%)	
PPS&E	20% (85%)	
PS&E	10% (95%)	
Final Mylars & Documents	5% (100%)	
Total:		

Typical Labor Classification Profile (Hrs.)

Principal	Project Mgr.	Sr. Engr.	Jr. Engr.	CAD/D Tech.	Clerical
1%	8%	22.5%	30.0%	37.5%	1%

Final Roadway Consultant Design Worksheet 2

Project Name: _____
 Federal No.: _____
 State No.: _____

By: _____
 Date: _____

Remarks:

Road Name/Description	Length Mile/(km)	Est. Mandays per Mile/(km)	Completion Factors	Roadway Hours
Total Consultant Design Hours:				

Estimated Hours for Each Submission:

Submission	Assumed %	Estimated Hours
Preliminary	20% (20%)	
Slope & Drain	25% (45%)	
Utility Plan	3% (48%)	
Wetland plans	5% (53%)	
Preliminary ROW	7% (60%)	
Final ROW	5% (65%)	
PPS&E	20% (85%)	
PS&E	10% (95%)	
Final Mylars & Documents	5% (100%)	
Total:		

Typical Labor Classification Profile (Hrs.)

Principal	Project Mgr.	Sr. Engr.	Jr. Engr.	CAD/D Tech.	Clerical
1%	8%	22.5%	30.0%	37.5%	1%

Suggested Consultant Fee Summary

Project Name: _____
 Federal No.: _____
 State No.: _____

By: _____
 Date: _____

Consultant Work Task	Work Hours	Average Hourly Rate	Task Sub-Total	Expenses Per Task (3.5 %)	Task Total
Preliminary Design					
Photogrammetry Services					
Environmental Design (Mitigation, etc.)					
Final Roadway Design					
Geotechnical Services					
Bridge/Structural Design					
ROW Impacts and Plans					
Project Totals:					

Suggested Consultant Fee -

Remarks:

Project Factors:

Estimated cost of construction for fee comparison basis: _____

Estimated total consultant work hours per \$ million of construction cost: _____

Estimated consultant cost per \$ million of construction cost: _____

Estimated avg. roadway centerline to centerline length (not incl. bridges): _____

Estimated avg. roadway mandays per centerline mile (per centerline km) _____

Estimated avg. Bridge mandays per SF of deck (per m²): _____ in-house

Typical Labor Classification Profile (hrs.):

Design Phase	Principal	Proj. Man.	Sr. Eng.	Jr. Eng.	CAD/D Tech	Clerical
Preliminary						
Final Roadway						
Final Bridge						
Total Hours						
Resultant %						

Suggested Consultant Fee Summary

Project Name: _____
 Federal No.: _____
 State No.: _____

By: _____
 Date: _____

Anticipated Fee: _____
 Suggested Consultant Fee as % of Construction Cost: _____
 1980 ASCE Curve: _____
 ARTBA Curve Range: _____
 (with 0 % added Complexity)

Comparison Projects:

Date of Design	Project Name & Number (Total Const. Cost)	Length (mi.)	Approved Consultant Fee \$	Roadway Workdays/Mile	Remarks

General Comments:

Action by Committee:

Meeting Date: _____
 Approved Final Fee (incl. Exp.): _____ (Lump Sum or Cost Plus Fixed Fee)

40 U.S.C.

United States Code, 2007 Edition

Title 40 - PUBLIC BUILDINGS, PROPERTY, AND WORKS

SUBTITLE I - FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES

CHAPTER 11 - SELECTION OF ARCHITECTS AND ENGINEERS

Sec. 1104 - Negotiation of contract

From the U.S. Government Printing Office, www.gpo.gov

§1104. Negotiation of contract

(a) In General.—The agency head shall negotiate a contract for architectural and engineering services at compensation which the agency head determines is fair and reasonable to the Federal Government. In determining fair and reasonable compensation, the agency head shall consider the scope, complexity, professional nature, and estimated value of the services to be rendered.

(b) Order of Negotiation.—The agency head shall attempt to negotiate a contract, as provided in subsection (a), with the most highly qualified firm selected under section 1103 of this title. If the agency head is unable to negotiate a satisfactory contract with the firm, the agency head shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the agency head is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

(Pub. L. 107–217, Aug. 21, 2002, 116 Stat. 1130.)

Historical and Revision Notes

<i>Revised Section</i>	<i>Source (U.S. Code)</i>	<i>Source (Statutes at Large)</i>
1104	40:544.	June 30, 1949, ch. 288, title IX, §904, as added Pub. L. 92–582, Oct. 27, 1972, 86 Stat. 1279.

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM:	Consultant Committee	DATE:	Date
SUBJECT:	Project Name and Number Approval of Negotiated Fee Enter brief Project Description	AT:	Dept. of Transportation Bureau of Bureau Name
TO:	William J. Cass, PE Assistant Commissioner	Through:	Peter E. Stamnas, PE Director of Project Development

Return to: William J. Oldenburg, PE Chairman, Consultant Selection Committee	FILE: Consultant Master File on N Drive
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The purpose of the request is to gain approval on the negotiated fee between the Department and Firm Name and finalize contract documents.

Members of the Negotiating Consultant Subcommittee indicated below have been negotiating with the firm of Firm Name , and their consultant team of Sub-Consultant Firm Name, Sub-Consultant Firm Name, Sub-Consultant Firm Name, Sub-Consultant Firm Name, and Sub-Consultant Firm Name.

The Negotiating Consultant Subcommittee met with the Firm Name on Date to review the scope of services and agree on the list of tasks required to complete the Part A or B portion of the contract. The Negotiating Consultant Subcommittee prepared and set an in-house fee on Date of Consultant Committee Meeting the IGE was set on for the Part A or B portion (to be used to compare with the Consultant’s fee) that totaled \$X,XXX,XXX. XX (X,XXX hours). Firm Name and their Team submitted a scope and fee proposal dated Date fee submitted with a list of assumptions and a summary of the overall hourly estimate for the scope of services. Their estimate for the Part A or B fee totaled XXX,XXX hours (approximately XX.XX% Higher or lower than the Department’s estimate) at a cost of \$XXX,XXX.XX higher or lower than the Department’s estimate).

The Department has reviewed the project proposal and fee of \$xxx,xxx.xx (consultant fee proposal) that is based upon XXX,XXX hours (\$XXX.XX/hour) and included \$XXX,XXX.XX (direct expenses from firms fee proposal)for direct expenses.

On Date a technical review audit of the fee proposal was completed. There were no observations or recommendations outlined in the technical review that required additional negotiations or changes to Firm Name scope and fee.

Based upon the scope and complexity of the project, the Department feels the hourly effort of XXX,XXX hours is commensurate with the level of effort expected and proposed fee is reasonable to effectively manage and design this complex project.

Appendix 2.1.19.5 – Fee Approval Memo (rev. 2-10-2022)

Based upon the abovementioned, the undersigned Subcommittee recommends the total cost plus fixed fee amount of \$XXX,XXX.XX (enter total negotiated fee)for the Part A or B effort be approved with Firm Name and its consultant team with a contract expiration date of # of months months after G&C approval (anticipated to be Date).

Respectfully,

Name, Administrator,
Bureau of Bureau Name
Subcommittee Chair

Name, Administrator
Bureau of Bureau Name

Name, Administrator
Bureau of Bureau Name

cc: **AFTER APPROVAL**
List Negotiation Sub-Committee Members
List of Special Members



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

SALEM-MANCHESTER
I-93 Reconstruction
13933A and 10418X
A004(435) and A003(954)

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

April 24, 2018

Mr. Patrick Bauer
Division Administrator
Federal Highway Administration – NH Division
J.C. Cleveland Federal Building
53 Pleasant Street, Suite 2200
Concord, NH 03301

ATTN: Yamilee Volcy, Engineering and Operations Team Leader

RE: I-93 VHB Design Contract Request

Dear Mr. Bauer:

This correspondence requests FHWA approval of a design agreement submitted by Vanasse Hangen Brustlin, Inc. (VHB) dated March 19, 2018, attached. The assignment will be issued and invoiced in two parts as detailed below. The first part will be invoiced under the Salem-Manchester 10418X contract and will deal with corridor wide activities (\$434,380.10). The second part will be invoiced under the Salem-Manchester 13933A project for tasks specific to the design of the 13933A contract (\$2,550,082.11). **The final proposal includes a total cost of \$2,984,462.20.**

The 13933A project begins at the NH/Massachusetts (MA) border and proceeds northerly approximately two miles to the Exit 1 interchange proposing to widen I-93 to four lanes. The design work for the 13933A project is to confirm and update the NEPA documentation, environmental services, public involvement services, final design, and Right-of-Way services including acquisitions. The 10418X project begins in Salem, NH at the NH/MA border and proceeds northerly nearly 20 miles to the I-293/I-93 split in Manchester, NH. The work under the 10418X project is to address the need for Program Management tasks related to I-93 such as the traffic management plan, public outreach (website, newsletters, etc.), corridor wide commitments (environmental coordination, maintenance manuals, etc.), and the financial plan with graphics. These corridor wide program management services have previously been arranged under separate contracts with different consultants than the design team. Including both the design and corridor activities in one project will streamline these efforts.

On January 12, 2017, the general scope of work was presented to the Department’s Consultant Committee. A description of the project and scope summary was posted on the Department’s website for possible action projects (i.e. requests for letters of interest) on January 18, 2017. The Consultant Committee qualified the firms expressing interest in the contract and “short listed” the only four firms to submit letters of interest on March 6, 2017. Vanasse Hangen Brustlin, Inc. (VHB); CHA; Stantec Consulting Services, Inc.; and Louis Berger submitted technical proposals to the Department on April 13, 2017. The Consultant Committee reviewed and rated the proposals on April 27, 2017 and recommended VHB as the top rated firm. A subcommittee was established to proceed with scope and fee negotiations with VHB.

The Department’s independent government estimate for this agreement was completed by members of the NHDOT Design Team and presented to the Consultant Committee on October 26, 2017. The Consultant Committee set the Department’s fee for negotiation purposes at \$3,400,000.

The Department received the initial scope and fee proposal from VHB on October 25, 2017 and opened it after the NHDOT was set on October 26, 2017. The NHDOT team met with the VHB Team on multiple occasions to clarify their understanding of scope conveyed in the design assumptions contained in their submission.

VHB submitted the final proposal package on March 19, 2018. The compensation total by element detailed in the final submission is shown in the table below. The Department attests that the fee included in consultant’s final proposal totaling \$2,984,462.20 is commensurate with the scope contained in the agreement.

This contract utilizes cost plus fixed fee and lump sum agreements. The following table provides a breakdown of the costs to support the corridor wide efforts under the 10418X project and the design components of the 13933A project.

Tasks	Negotiated Fee	10418X Fee	13933A Fee
Cost Plus Fixed Fee			
Engineering Study	\$227,263.53		\$227,263.53
Final Design	\$1,826,908.36	\$37,112.30	\$1,789,796.06
Public Participation	\$180,611.93	\$167,577.99	\$13,033.94
Program Management and Support	\$196,789.81	\$196,789.81	
Project Administration	\$104,686.62		\$104,686.62
Right-Of-Way (ROW and boundary research, & purchase/registry plan development)	\$115,800.96		\$115,800.96
Cost Plus Subtotal	\$2,652,061.20	\$401,480.10	\$2,250,581.11
Direct Expenses	\$78,766.00	\$32,900.00	\$45,866.00
Total Cost Plus	\$2,730,827.20	\$434,380.10	\$2,296,447.11
Lump Sum			
Right of Way (abstracting, appraisals, & acquisitions)	\$253,635.00		\$253,635.00
Lump Sum Subtotal	\$253,635.00		\$253,635.00
Total (Cost Plus & Lump Sum)	\$2,984,462.20	\$434,380.10	\$2,550,082.11

An internal technical review was completed by the Department's Auditor on March 23, 2018. Approval of the fee recommended by the subcommittee was provided by Assistant Commissioner Cass on April 9, 2018.

The work effort contained in the proposal is commensurate with the \$2,984,462.20 total cost detailed. **With your approval, I will issue a notice to proceed for this work.**

Please contact me at 603-271-3909 or via e-mail at wendy.johnson@dot.nh.gov if you have any questions or need any additional information to approve this assignment.

Sincerely,



Wendy A. Johnson, P.E.
Project Manager

WAJ/waj

Attachments: VHB's Final Scope and Fee proposal dated March 19, 2018
NHDOT IGE dated October 24, 2017

cc: Dan Prehemo, Brenda Ordway, CMF



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

PROJECT NAME
FEDERAL NUMBER
STATE NUMBER
PART X

Bureau of Bureau Name
Room Number
Tel. (603) 271-XXXX
Fax (603) 271-XXXX

Date

Mr./Ms. First and Last Name, Title
Company
Address Line 1
Address Line 2
City, State, Zip

Dear Mr./Ms. Last Name:

This Agreement for /Give a brief description of where and what work is being contracted/ is attached for your records but does not need to be returned to the Department. Also attached are the Department-furnished Agreement Execution Attachment numbers #1 thru #6. To aid in completing and compiling the required information a Contract Execution FAQ Sheet is also attached to help explain what you need to supply and the expectations for correctly completing the forms.

The Consultant-furnished Agreement Execution Attachment documents described below are also required:

1. A **Certificate of Good Standing** (which can be purchased from the Secretary of State’s Office, tel. (603) 271-3244) must be submitted. (Agreement Execution Attachment #7.)
2. A **Certificate of Authority/Vote** granting the signer of the agreement the authority to do so. This certificate must refer explicitly to this project. (Agreement Execution Attachment #8.) Samples of Attorney General approved Certificates of Authority/Vote are attached.
3. A **Certificate of Insurance** must be on file with the Department specifying the exact insurance limits (including professional liability retention/deductible amount) as stated on page(s) /Insert page numbers/ of the Agreement, as well as identifying the project name/numbers and location. (Agreement Execution Attachment #9.)

Wet signatures on original hardcopies are no longer required by the Attorney General or the Department. Please execute attachments #1, #2, #3, #6, & #8 by adding electronic signatures or printing, signing, and scanning the attachments. Attachments #1, #2, #3, #6 and #8 must have the same date.

The Agreement Execution Attachments must be submitted by the Consultant prior to execution by the Department. It is requested that you email them to Phyllis Jouvelakas and /Insert name */ by /Date/ in order to permit us to submit the Agreement to the Attorney General’s Office for their review on or

before /Date/. After review and approval by the Attorney General's Office, it is anticipated that the complete Agreement with all attachments will be submitted for execution by the Governor and Council at their meeting scheduled for /Date/.

Sincerely,

Name,
Title

Attachments (Final Agreement, Agreement Execution Attachment numbers #1 thru #6, Attorney General Approved Sample Certificates of Authority/Vote, Contract Execution FAQ Sheet)

cc: P. Jouvelakas (Phyllis.Jouvelakas@dot.nh.gov) Contracts Administrator, Bureau of Finance & Contracts

/*Name, email address and title of appropriate person from Bureau preparing the agreement/
s:\global\boards & committees\consultant selection committee>manual\2.1 qbs appendix\2.1.21.1 - contract document request.doc



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Project
Project Number

Bureau Name
Room Number
Tel: (603) 271-XXXX
Fax: (603) 271-XXXX

Date

Mr./Ms. First and Last Name, Title
Company
Address Line 1
Address Line 2
City, State, Zip

Re: Notice to Proceed – Project and Project Number

Dear Mr./Ms. Last Name:

On G&C Approval Date the Department received Governor and Executive Council approval of our agreement with Company Name for Project and Project Number. This agreement expires on Date from G&C Resolution. The maximum amount allowed to be billed against this agreement is \$Enter G&C Approved Amount.

This agreement will be administered as cost plus fixed fee agreement. Invoices and Progress Reports shall be submitted monthly. I will be acting as the NHDOT Contract Manager for this agreement please submit all questions and invoices through me. For invoicing purposes the approved hours from the contract total Enter Total Hours Negotiated and the following is the breakdown of the maximum limiting fee for this contract:

Direct labor:	\$Total from Contract
Overhead:	\$Total from Contract
Fixed Fee:	\$Total from Contract
Direct Expense:	\$Total from Contract
Sub-Consultants:	\$Total from Contract

This letter serves as the Notice to Proceed for the Project Name and Number project. For invoicing proposes the Project Name: Project Name, Number: Project Number, WCC: Enter code(s) that should be charged, and Org Code: Enter code to be charged should be shown on the invoice.

We look forward to working with you on this effort.

Sincerely,

Contract/Project Manager Name
Title

cc: Name, Contract Manager/Project Manager
Finance – Accounts Payable Section
Internal Audit Office
Consultant Master File on N Drive



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Project
Project Number

Bureau Name
Room Number
Tel: (603) 271-XXXX
Fax: (603) 271-XXXX

Date

Mr./Ms. First and Last Name, Title
Company
Address Line 1
Address Line 2
City, State, Zip

Re: Notice to Proceed – Project and Project Number

Dear Mr./Ms. Last Name:

On G&C Approval Date the Department received Governor and Executive Council approval of our agreement with Company Name for Project and Project Number. This agreement expires on Date from G&C Resolution. The maximum amount allowed to be billed against this agreement is \$Enter G&C Approved Amount.

This agreement will be administered by task order requests. Each assignment requested by the Department will require an approved scope of work and a fee proposal. A blank fee matrix must also be supplied prior to submittal of a fee proposal so the Department can complete an independent estimate of the work prior to reviewing your proposed fee. Once the scope of work and fee are approved, the Department will issue an Authorization to Proceed for the individual task order. It is important to note that work on the task cannot begin without an Authorization to Proceed, and any costs incurred prior to the Authorization to Proceed will not be reimbursed.

Invoices and Progress Reports shall be submitted monthly. The agreement will be administered through Enter Contract Manager Name, e-mail address and phone number. Please submit all questions and invoices through Contract Manager Name.

This letter serves as the Notice to Proceed for the Project Name and Number project. As task orders become available we will contact you to begin scoping the intended work.

We look forward to working with you on this effort.

Sincerely,

Contract Manager's Name
Title

cc: Name, Contract Manager
Name if different than Contract Manager, Project Manager
Finance – Accounts Payable Section
Internal Audit Office
Consultant Master File on N Drive

In the most loosely held interpretation of the procedures there was no task order approval beyond that of the individual assigned to manage the Statewide agreement.

To bring a standardized approach to the task order assignments we would like to propose a graduated approval process for task orders. The task order assignment process outlined above would be followed with only the Front Office approval of the task order being revised.

We would propose the following graduated approval authority:

Bureau Administrator approval authority: Less than \$25,000.

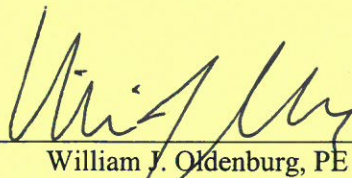
Director of Project Development approval authority: between \$25,000 and \$100,000

Assistant Commissioner approval required: over \$100,000

Any amendment or revision to a task order (either an increase or decrease in fee) can be approved by the Bureau Administrator.

Any task order assignment that has a fee greater than 25% of the entire Statewide agreement shall require prior approval by the Assistant Commissioner. Currently the typical maximum amount for a Statewide agreement for Highway and Bridge is approximately \$1,000,000, so this would require any task order over \$250,000 to be approved by the Assistant Commissioner.

Your approval is respectfully requested.



William J. Oldenburg, PE
Assistant Director of Project Development
Chairperson, Consultant Selection Committee

cc: **AFTER APPROVAL**
P. Stannas, J. Marshall, K. Nyhan, N. Mayville C. Dusseault, K. Cota, W. Hardiman



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Statewide Project Name
Statewide Project Number

Bureau of Bureau Name
Tel. (603) 271-XXXX
Fax (603) 271-XXXX

Date

Mr./Ms. First and Last Name, Title
Company
Address Line 1
Address Line 2
City, State, Zip

Re: Authorization to Proceed – Task Order # Enter Task Order Number
Enter Project Name, Number and Brief Description of Work

Dear Mr./Ms. Last Name:

The Department has reviewed your Scope of Work and Fee Proposal dated Date for providing Enter the services being performed (Preliminary Design, Final Design, Part A, Part B, etc.) services for the Project Name and Number Enter a very brief description of where and what work is being performedproject. Your scope and fee is hereby approved in the amount of Enter negotiated number of hours hours and \$Enter the exact fee negotiated for the task order.

The work shall be completed under the terms of the Statewide On-Call Enter the Bureau Name Agreement, and will be funded by Enter Project Name and Number the Task Order work will be charged to funds. The compensation format for this Task Order will be cost-plus-fixed-fee. See the Agreement for additional cost-plus-fixed-fee information.

The anticipated completion date for this Task Order assignment is Enter agreed to completion date. The maximum amount allowed to be billed against this Agreement is \$Enter the exact total amount negotiated for the task order assignment. The following Task Order Fee Summary limits apply:

- a) Direct Labor \$Enter Total Amount Negotiated
b) Overhead Costs (Enter Rate%) \$Enter Total Amount Negotiated
c) Fixed Fee \$Enter Total Amount Negotiated
d) Direct Expenses \$Enter Total Amount Negotiated
e) Subconsultants List All \$Enter Total Amount Negotiated for each Subs
Not to Exceed Amount \$Enter Total Amount Negotiated

Please submit all questions and invoices directly to Enter Contract Manager Name, e-mail address and phone number . The Project Name: Project Name, Number: Project Number, WCC: Enter code(s) that can be charged , and Org Code: Enter code that should be charged should be shown on the invoices.

This letter serves as the Authorization to Proceed for Task Order #Enter Task Order Number. Please return the signed document by email to Contract Manager's Name.

We look forward to working with you on this effort.

Sincerely,

Name
Title

We concur with the terms of this Task Order.

FIRM NAME

By: _____

Title: _____

DISTRIBUTE AFTER CONSULTANT HAS SIGNED LETTER

cc: Contract Manager's Name, Contract Manager
PM Name if different than Contract ManagerProject Manager
Finance – Accounts Payable Section
Internal Audit Office
Project Name and Number (being charged to)file
File in Statewide (Bureau Name), Number, and Task Order # X w/Consultant’s scope of work and fee
attached



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Statewide Project Name
Statewide Project Number

Bureau of Bureau Name
 Tel. (603) 271-XXXX
 Fax (603) 271-XXXX

Date

Mr./Ms. First and Last Name, Title
 Company
 Address Line 1
 Address Line 2
 City, State, Zip

Re: Authorization to Proceed – Task Order # Enter Task Order Number Amended
 Enter Project Name, Number and Brief Description of Work

Dear Mr./Ms. Last Name:

The Department has reviewed your Scope of Work and Fee Proposal dated Date for amending the required services for providing Enter the services being performed (Preliminary Design, Final Design, Part A, Part B, etc.) for the Project Name and Number Enter a very brief description of where and what work is being performed project. Your amended scope and fee is hereby approved in the amount of Enter negotiated number of hours for amendment only hours and \$Enter the exact fee negotiated for the task order.

The work shall be completed under the terms of the Statewide On-Call Enter the Bureau Name Agreement, and will be funded by Enter Project Name and Number the Task Order work will be charged to funds. The compensation format for this Task Order will be cost-plus-fixed-fee. See the Agreement for additional cost-plus-fixed-fee information.

The anticipated completion date for this Task Order assignment is revised to Enter agreed to completion date (only if a time extension is necessary). The amended maximum amount allowed to be billed against this Agreement is \$Enter the exact total amount negotiated for the task order assignment plus the amendment. The following Amended Task Order Fee Summary limits apply:

	Original Task Order	Amended Amount	Amended Total
a) Direct Labor	<u>\$Original Amount</u>	<u>\$Amended Amount</u>	<u>\$ Original + Amended Total</u>
b) Overhead Costs	<u>\$Original Amount</u>	<u>\$Amended Amount</u>	<u>\$ Original + Amended Total</u>
c) Fixed Fee	<u>\$Original Amount</u>	<u>\$Amended Amount</u>	<u>\$ Original + Amended Total</u>
d) Direct Expenses	<u>\$Original Amount</u>	<u>\$Amended Amount</u>	<u>\$ Original + Amended Total</u>
e) Subconsultants			
o List All	<u>\$ Original Amount</u>	<u>\$Amended Amount</u>	<u>\$ Original + Amended Total</u>

Not to Exceed Amount \$Enter Total Amount Negotiated

Please submit all questions and invoices directly to Enter Contract Manager Name, e-mail address and phone number . The Project Name: Project Name, Number: Project Number, WCC: Enter code(s) that can be charged , and Org Code: Enter code that should be charged should be shown on the invoices.

This letter serves as the Amended Authorization to Proceed for Task Order #Enter Task Order Number. Please return the signed document by email to Contract Manager's Name.

We look forward to working with you on this effort.

Sincerely,

Name
Title

We concur with the terms of this Task Order.

FIRM NAME

By: _____

Title: _____

cc: Contract Manager's Name, Contract Manager
PM Name if different than Contract ManagerProject Manager
Finance – Accounts Payable Section
Internal Audit Office
Project Name and Number (being charged to)file
File in Statewide (Bureau Name), Number, and Task Order # X w/Consultant’s scope of work and fee
attached

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

DATE: October 29, 2019

FROM: Tobey Reynolds *TR*
Contract Manager

AT (OFFICE): Department of
Transportation

SUBJECT: Hoyle, Tanner & Associates, Inc.
Task Order #1 Closeout Credit
Contract #41880
ProMIS #42295

Bureau of
Highway Design

TO: Todd Clark, Hoyle, Tanner & Associates, Inc.
Meg Seymour, Bureau of Finance and Contracts
Consultant Contract File

At the completion of this task order assignment Hoyle, Tanner & Associates, Inc. completed 100% of the required work, and expended 78.24% of the assignment budget as follows:

	<u>Budget</u>	<u>Invoiced Total</u>	<u>Remaining Balance</u>
Labor:	\$38,394.85	\$30,035.41	\$8,359.44
Overhead	\$62,238.05	\$48,687.40	\$13,550.65
Fixed Fee:	\$10,063.29	\$10,063.29	\$0.00
Directs:	\$5,440.10	\$2,083.76	\$2,797.24
Total:	<u>\$116,136.29</u>	<u>\$90,869.86</u>	<u>\$25,266.43</u>

Please return \$25,266.43 to the available balance in Hoyle, Tanner & Associates, Inc.'s subject contract.

Please adjust the "Task Order Limit" column on the On-Call Task Order Summary for this Contract to the \$90,869.86 Invoiced Total above to reflect a 100% assignment completion.

Encl.

c.c. Bureau 13 Internal Audit, via E-mail
Ronald Grandmaison, via E-mail
Bill Oldenburg, via E-mail
Jim Marshall, via E-mail

S:\Highway-Design\TOWNS\Statewide\41880 SWHD 2018 HTA\Task #1\42295 Closeout Credit (Statewide Consultants) Task 1.docx

STATE OF NEW HAMPSHIRE INTER-DEPARTMENT COMMUNICATION

DATE: Date

FROM: Name
Title

AT (OFFICE): Department of Transportation
Bureau of Bureau Name

SUBJECT: Consultant Name
Project Name
Project Number
Task Order #Task Order Number Closeout Credit
Contract #Contract Number

TO: Consultant Contact Name, Title
Meg Seymour, Bureau of Finance and Contracts
Consultant Contract File

At the completion of this task order assignment Consultant Name completed 100% of the required work, and expended Actual % of Task Order Budget Expended of the assignment budget as follows:

	<u>Approved Budget</u>	<u>Invoiced Total</u>	<u>Remaining Balance</u>
Labor:	Labor from Budget	Total Labor Invoiced	Difference
Overhead:	Overhead from Budget	Total OH Invoiced	Difference
Fixed Fee:	Fee from Budget	Total Fee Invoiced	Difference
Direct Expenses:	Expenses from Budget	Total Expenses Invoiced	Difference
Sub-Consultants:	Subs from Budget	Total Subs Invoiced	Difference
Total:	Total Task Order Budget	Total Amount Invoiced	Difference

Please return Enter "Remaining Balance" from Above to the available balance in Consultant Name subject contract.

Please adjust the "Credit At Completion" column on the On-Call Task Order Summary for this Contract to reflect a 100% assignment completion.

Encl.

- c.c. Bureau 13 Internal Audit, via E-mail
- Bureau 34 Highway Design, via E-mail
- Bill Oldenburg, via E-mail
- Project Manager/Lead, via E-mail

ON-CALL TASK ORDER SUMMARY

CONSULTANT NAME: Insert Name
PROJECT NAME: Insert Project Name
PROJECT DESCRIPTION: Insert Project Desc.
STATEWIDE NTP DATE: Enter SW NTP Date
STATEWIDE EXP. DATE: Enter SW NTP Date
DATES OF SERVICE: FROM: _____ (Date)

VENDOR NO.: Enter Consultant Vendor Number
REMIT PAY TO: Enter Address Payment Sent To
CONTACT PERSON: Enter Contact Person if we have questions
PHONE NO.: Enter Phone number of Contact Person
 TO: _____ (Date)

INVOICE NO.: Enter Invoice
STATEWIDE PROJECT NO.: Enter Proj. #
CONTRACT (PO) NO.: Enter Cont. #
FEDERAL NO.: Enter Fed. #
CONTRACT AMOUNT: \$ _____ -

TASK ORDER NO.	CHARGE INVOICE AMOUNT					TASK ORDER LIMIT	AMOUNT THIS INVOICE	THROUGH PREVIOUS INVOICE	INVOICED TO DATE	PERCENT COMPLETE	CREDIT AT COMPLETION
	PROJECT NAME	PROJECT NUMBER	WORK CLASS CODE	ORG CODE	IMPROVE TYPE						
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											

CONTRACT TOTALS \$ - \$ - \$ - \$ - **\$0.00**

MAXIMUM CONTRACT AMOUNT = \$ -

REMAINING CONTRACT AUTHORITY

\$ -

APPROVED FOR:

FOR INTERNAL DOT USE ONLY

\$ -

DOT CONTRACT MANAGER: _____

_____ DATE

DOT REVIEWER: _____

_____ DATE

APPROVED

FOR PAYMENT

APPLICATION FOR PAYMENT ESTIMATE OF FEE FOR CONSULTANT SERVICES COST PLUS

CONSULTANT NAME: Insert Name
PROJECT NAME: Insert Project Name
PROJECT DESCRIPTION: Insert Project Desc.
NOT. TO PROCEED DATE: Enter NTP Date
EXPIRATION DATE: Enter Contract Exp Date

VENDOR NO.: Enter Vendor Number
REMIT PAY TO: Enter Address Payment Send To
CONTACT PERSON: Enter Contact Person if we have questions
PHONE NO.: Enter Phone number of Contact Person
PROJECT NO.: Enter Project #
FEDERAL NO.: Enter Federal #
DATES OF SERVICE: FROM: (Date) TO: (Date)

INVOICE NO.: Enter Invoice

ON-CALL ONLY

TASK ORDER NO.: _____
PROJECT NAME: _____
PROJECT NO.: _____
CONTRACT NO.: _____

		AMOUNT INVOICED							
DIVISION OF WORK		A	B	C	D	E	F	G	H
		DIRECT LABOR	OVERHEAD 155.00% (A * OH%)	TOTAL THIS INVOICE (A + B)	THROUGH PREVIOUS INVOICE	INVOICE TO DATE (C + D)	APPROVED AMOUNT FROM CONTRACT	REMAINING (F - E)	% INVOICED (E / F)
1.0	DATA COLLECTION		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2.0	ALTERNATIVES ANALYSIS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3.0	SELECT PREFERRED ALT.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4.0	ENVIRONMENTAL PERMITTING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5.0	SLOPE AND DRAIN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.0	PRELIM. PS&E DEVELOPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7.0	CONTRACT DOCUMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8.0	PROJECT MANAGEMENT		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9.0	RIGHT OF WAY ACQUISITION		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10.0	CONSTRUCTION ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12.0	AMENDMENT NO. 1 (NTP. DATE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12.1	AMENDMENT NO. 2 (NTP. DATE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
				FIXED FEE:	\$ -	\$ -	\$ -	\$ -	0.00%
This value must match total project percent complete									
11.0	DIRECT EXPENSES			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
				PROJECT TOTAL:	\$ -	\$ -	\$ -	\$ -	#DIV/0!

I hereby certify, under the pains and penalties of perjury, that all costs and all work for which payment is hereby requested have been performed in accordance with the contract terms.

CONSULTANT'S NAME	TITLE	SIGNATURE	DATE
APPROVED FOR: \$ _____	APPROVED	FOR INTERNAL DOT USE ONLY	
	DOT CONTRACT MANAGER: _____	DATE: _____	
	DOT REVIEWER: _____	DATE: _____	

CHARGE INVOICE TO - PROJECT _____ NUMBER: _____ W.C.C.: _____ ORG. CODE: _____ IMPROVE TYPE: _____

CERTIFIED NARRATIVE

CONSULTANT NAME: Insert Name
 PROJECT NAME: Insert Project Name
 PROJECT DESCRIPTION: Insert Project Desc.
 NOT. TO PROCEED DATE: Enter NTP Date
 EXPIRATION DATE: Enter Contract Exp Date
 DATES OF SERVICE: FROM: (Date) TO: (Date)

INVOICE NO.: Enter Invoice
 PROJECT NO.: Enter Project #
 CONTRACT NO.: Enter Federal #

GENERAL

Major Issues or Concerns

Explanation of Delay Impacts

DIVISION OF WORK

Deliverable Status

<u>Deliverable Name</u>	<u>Percent Complete</u>	<u>Actual/Scheduled Submittal Date</u>

Work Performed during Dates of Service

Work Description:

Significant Meetings / Events

<u>Meeting / Event Description</u>	<u>Meeting / Event Date</u>

Has a copy of the latest Design Schedule been provided with this invoice?

Yes: _____ No: _____ Explanation: _____

* INSERT NOTICE TO PROCEED LETTER FROM NHDOT HERE

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
7 HAZEN DRIVE, CONCORD, NH 03301**

DIRECT EXPENSE SUMMARY

CONSULTANT NAME: Insert Name
PROJECT NAME: Insert Project Name
PROJECT DESCRIPTION: Insert Project Desc.

INVOICE NO.: Enter Invoice
PROJECT NO.: Enter Project #
FEDERAL NO.: Enter Federal #

DATES OF SERVICE: **FROM:** _____ (Date) **TO:** _____ (Date)

CATEGORY AND DETAIL	AMOUNT INVOICED				
	A	B	C	D	E
	AMOUNT THIS INVOICE	THROUGH PREVIOUS INVOICE	INVOICE TO DATE (A + B)	APPROVED AMOUNT FROM CONTRACT	REMAINING (D - C)
ASSIGNMENT NO.					
CATEGORY					
SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -
CATEGORY					
SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -
CATEGORY					
SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -
CATEGORY					
SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -
CATEGORY					
SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FOR ASSIGNMENT:	\$ -	\$ -	\$ -	\$ -	\$ -

* INSERT DIRECT EXPENSE BACK UP INFORMATION HERE

ORG. CODE: _____

IMPROVE TYPE: _____

* INSERT CURRENT DESIGN SCHEDULE HERE



**INVOICING PROCEDURES FOR
CONSULTANT SERVICES**

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**

7 Hazen Drive, Concord, NH 03301

March 31, 2020

GENERAL INFORMATION

This document is an internal NHDOT document used to ensure consistent and thorough review of consultant invoices submitted to the Department. All information contained in this document is generic to the review of a consultant invoice and can be modified to meet specific contract requirements. Information contained in the consultant agreement may supersede the information contained herein. It is strongly recommended that the specific terms of the consultant agreement be thoroughly reviewed prior to commencing work.

- All of the attached forms are available on NHDOT's internet page under Consultant Selection Committee on the Department's "Doing Business With DOT", "Engineers/Consultants" webpage.
- The "Application for Payment" form must be signed and dated. An electronic version (i.e. a scanned pdf) can be submitted to speed review, an electronic or pdf signature is acceptable.
- All pages must be numbered.
- All documents must be submitted on 8 ½" by 11" white paper.

The project agreement will dictate the invoicing method. All current contracts in Article II, under the PAYMENTS section will state:

PAYMENTS

Monthly payments on account of services rendered under this AGREEMENT may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing. Invoices shall be submitted for each month that there has been more than \$10,000 in cumulative billable work since the last invoice, and at least quarterly.

If the agreement is older and doesn't contain the above statement, you need to discuss with the Consultant an acceptable invoicing format/method. It is not the Department's intent to have a consultant change to the standardized invoicing format on an existing contract. Within the next few years, all contracts will require the use of the Standardized Invoicing Format.

Documents shall be submitted as follows:

- One original copy of the following:
 - ON-CALL COVER SHEET (for Statewide On-Call contracts only)
 - APPLICATION FOR PAYMENT
 - PROGRESS REPORT
 - CERTIFIED PAYROLL REPORT
 - NARRATIVE
 - NOTICE TO PROCEED LETTER FROM NHDOT
 - DIRECT EXPENSE SUMMARY
 - DIRECT EXPENSE BACK UP INFORMATION
- Payment Invoices shall be submitted to the Contract Manager as identified in the Notice to Proceed letter to the firm.
- All invoices will be submitted in US Dollars. Any necessary conversion from foreign funds to US Dollars will include the exchange rate used and the date the exchange rate was calculated from.
- As a minimum quarterly invoicing is required, but if a firm has done more than \$10,000 worth of billable work on a project, since their last invoice, an invoice is required. Subconsultants (not being paid as a direct expense) shall submit the same

above information as an attachment to the prime consultants invoice.

- The State of New Hampshire's fiscal year ends June 30. Invoices shall not include work that was performed in more than one fiscal year.
- Supplemental to this narrative are invoice sample forms which give examples on how to fill out the forms given the different varieties of contract types. Any information shown in **Red** on the sample invoice forms would typically need to be entered each time an invoice is completed. Information highlighted in **Yellow** on the sample forms is contract specific information that should not change from month-to-month so therefore should only have to be entered for invoice number one and can be copied for each invoice after. The "Star" symbol refers to the numbered instruction on each individual narrative sheet.
- Prompt payment rules require that an invoice be processed for payment within 30 days. The 30 days is measured from the date of receipt of the invoice (hardcopy) at the DOT to the date of the payment.
- The Contract Manager and all reviewers shall make every effort to review and process the invoice to the Bureau of Finance within 5 working days from the receipt of the hardcopy of the invoice.
- It should be noted that the Department does not withhold retainage on its consultant or on-call low bid contracts.

INVOICE REVIEW CHECKLIST:

The following checklist was developed to aid in the review of consultant invoices to ensure completeness and accuracy.

The Contract Manager shall be the Department's point of contact for receiving the invoice from the consultant firm. The Contract Manager shall also be point of contact for all questions or issues related to invoicing by either the consultant or internal DOT staff.

The Contract Manager may be the Bureau Administrator, Project Manager, Section Chief, or another Lead Person. The Contract Manager will be pre-determined prior to the consultant solicitation so the responsibilities of that person are clear.

The Prime Consultant shall submit a completed "Invoice Review Checklist" along with any sub-consultant invoices. An individual checklist shall accompany each sub-consultant invoice, showing that the Prime has reviewed and approved for payment each of their subs invoices. This applies to all sub-consultants that are not being paid as a Direct Expense.

Depending on the project and specific situation the Contract Manager may delegate invoice review authority to the person in charge of the project plan review. The Contract Manager will still be required to sign-off on the invoice payment but reviewing the invoice for completeness and accuracy may be delegated to the person who is more familiar with the day to day consultant work efforts.

Upon receipt of an invoice the Contract Manger shall conduct a cursory review to ensure the invoice is complete and all necessary information has been submitted. The Contract Manager shall either; 1) Fully review the invoice, complete the checklist, and sign-off on payment of the invoice or, 2) Distribute the invoice and a copy of the checklist to the delegated reviewer for review and sign-off.

An invoice checklist can either be reviewed in its entirety by the Contract Manager or their delegate, or if warranted can have certain portions of the invoice reviewed by supporting Bureau staff. In most cases the lead reviewer can contact the supporting Bureaus to ensure any work listed has been completed without passing on the entire invoice for supporting Bureau review and comment.

Once the Reviewer is satisfied the invoice is complete and accurate the Reviewer shall sign-off on the invoice and return it to the Contract Manager for processing. Prior to the invoice submission to the Bureau of Finance for payment the Bureau clerical staff shall enter the invoice information into the Consultant Invoice database. The completed invoice, all back-up information and the completed checklist shall be scanned and kept as a record in the invoice database. If an invoice is rejected and a re-submission is required the rejected invoice (including the checklist explaining the rejection) shall be attached to the new invoice when processed. The inclusion of the rejected invoice will document the timeline of payment and create a record of invoicing issues by the firm.

#1 – The Reviewer shall fill in the top portion of the form, filling in their name as Reviewer, the Consultant's firm name, the date the invoice was received, and the date the invoice review was completed by the reviewer.

#2 – The Project Name that is being charged (and that appears on the invoice being reviewed) shall be

filled in as well as the Project Number. If reviewing a task order assignment invoice under a Statewide agreement the project name and number shall be the project that is being charged, not the Statewide project.

#3 – Once the review is complete the invoice is returned to the Contract Manager (CM) for processing. The Date to CM is the date the invoice review was completed and returned to the Contract Manager. If the Contract Manager is the reviewer the date the invoice review is completed is entered.

#4 – If Direct Expenses for Lodging, Mileage, or Meals are charged the reviewer shall ensure the expenses are charged correctly. Prior to approving overnight lodging the Contract Manager shall review and approve the Government Rate for lodging that shall be allowed. The reviewer shall ensure that the allowed Government Rate is not exceeded when the invoice is submitted. Any mileage charges shall be reviewed to ensure the maximum allowable rate is not exceeded. Any meals that are allowed shall be reviewed to ensure the meal reimbursement meets the requirements and does not exceed the per diem rate allowed. The current mileage rate and meal per diem rates are shown on the checklist. Any of the above expenses shall have receipts accompanying the invoice under the Direct Expense Back-up pages.

#5 - The Reviewer shall ensure that the percent complete is within an acceptable range to the amount invoiced and the hours expended. The Reviewer shall also ensure that all required invoice forms are submitted and complete and that the maximum fee is not exceeded.

#6 – The Reviewer shall ensure that any contract amendments or contract changes/corrections made since the last invoice are shown correctly in the current invoice.

#7 – The items shown on the checklist lines 4-8 shall be reviewed to ensure they are included, complete and accurate.

8 - If the Reviewer finds the invoice is complete and accurate they can finish filling out the checklist and submit it to the Contract Manager for payment. If the Reviewer has comments or questions concerning the invoice they should fill out the checklist stating their concerns and submit the checklist, with any supporting information, back to the Contract Manager so they can address the concerns with the consultant. If an invoice is rejected and a re-submission is required the rejected invoice (including the checklist explaining the rejection) shall be attached to the new invoice when processed. The inclusion of the rejected invoice will document the timeline of payment and create a record of invoicing issues by the firm.

#9 - If the Reviewer has comments or questions concerning the invoice they should fill out this area stating their concerns and submit the checklist, with any supporting information, back to the Contract Manager so they can address the concerns with the consultant.

#10 – The Reviewer shall sign and date the checklist and print their phone extension in case someone processing the invoice has questions.

INVOICE REVIEW CHECKLIST

Reviewer:	1	Project Name:	2
Consultant:		Project No.:	
Date Received:		Invoice No.:	
Date Reviewed:		Date to CM:	3

1. Are the following Direct Expenses charged correctly? Yes No N/A

4 Lodging – (Allowable charge is Contract Specific), see www.gsa.gov	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mileage – (max. IRS rate set January 1 each year)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meals – (actual receipt not to exceed GSA rate), see www.gsa.gov	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Is Percent of Work complete within 10% of the Labor/Hours expended?

Is this acceptable?

5 Is the PROGRESS REPORT & NARRATIVE attached?

Has the maximum DIRECT LABOR allowed been exceeded?

Is the MAXIMUM FEE (the "Not to Exceed" amount) correctly stated?

(apply above questions to On-Call Statewide contracts as well)

3. Any contract amendments/changes/corrections regarding:

If "Yes" what has changed	Yes	No
6 Fixed Fee %	<input type="checkbox"/>	<input type="checkbox"/>
Overhead Cost %	<input type="checkbox"/>	<input type="checkbox"/>
Completion Date	<input type="checkbox"/>	<input type="checkbox"/>
Direct Labor/Direct Expenses	<input type="checkbox"/>	<input type="checkbox"/>
Hourly Rate/Billing Rate	<input type="checkbox"/>	<input type="checkbox"/>
Reallocation of Funds	<input type="checkbox"/>	<input type="checkbox"/>

4. Is the APPLICATION FOR PAYMENT Sheet signed by the Consultant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the PROJECT NAME, NUMBER, TASK ORDER NUMBER and WCC correct?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is NHDOT NOTICE TO PROCEED LETTER(s) attached?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is the OVERHEAD RATE % correct?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Is the FIXED FEE PERCENT/FORMULA correct?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the Invoice APPROVED for Payment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9 COMMENTS/ANYTHING UNIQUE TO THIS CONTRACT? [Click here to enter text.](#)

Reviewer Signature: _____ **10** _____ Extension: _____ Date: _____

PLEASE RETURN TO CONTRACT MANAGER WITH INVOICE PACKAGE.

INVOICE REVIEW CHECKLIST

Reviewer:	Project Name:
Consultant:	Project No.:
Date Received:	Invoice No.:
Date Reviewed:	Date to CM:

1. Are the following Direct Expenses charged correctly?	Yes	No	N/A
Lodging – (Allowable charge is Contract Specific), see www.gsa.gov	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mileage – (max. IRS rate set January 1 each year)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meals – (actual receipt not to exceed GSA rate), see www.gsa.gov	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Is Percent of Work complete within 10% of the Labor/Hours expended?			
Is this acceptable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the PROGRESS REPORT & NARRATIVE attached?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the maximum DIRECT LABOR allowed been exceeded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the MAXIMUM FEE (the 'Not to Exceed' amount) correctly stated? (apply above questions to On-Call Statewide contracts as well)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Any contract amendments/changes/corrections regarding:			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If "Yes" what has changed	Yes	No	
Fixed Fee %	<input type="checkbox"/>	<input type="checkbox"/>	
Overhead Cost %	<input type="checkbox"/>	<input type="checkbox"/>	
Completion Date	<input type="checkbox"/>	<input type="checkbox"/>	
Direct Labor/Direct Expenses	<input type="checkbox"/>	<input type="checkbox"/>	
Hourly Rate/Billing Rate	<input type="checkbox"/>	<input type="checkbox"/>	
Reallocation of Funds	<input type="checkbox"/>	<input type="checkbox"/>	

4. Is the APPLICATION FOR PAYMENT Sheet signed by the Consultant?			
5. Is the PROJECT NAME, NUMBER, TASK ORDER NUMBER and WCC correct?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is NHDOT NOTICE TO PROCEED LETTER(s) attached?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is the OVERHEAD RATE % correct?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Is the FIXED FEE PERCENT/FORMULA correct?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the Invoice APPROVED for Payment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS/ANYTHING UNIQUE TO THIS CONTRACT? [Click here to enter text.](#)

Reviewer Signature: _____ Extension: _____ Date: _____

PLEASE RETURN TO CONTRACT MANAGER WITH INVOICE PACKAGE.

INVOICE DOCUMENTS SHALL BE SUBMITTED IN THE FOLLOWING ORDER:

1) ON-CALL TASK ORDER ASSIGNMENT SUMMARY

- This form shall only be used for multiple assignment contracts (On-Call type contract).
- For On-Call contracts a complete set of invoice forms shall be submitted for each Task Order. This Cover Sheet summarizes and totals all the Task Order assignments invoiced in the period and shall be submitted with all the individual task order invoices.
- The form should auto-calculate the totals and percentages but the values should be reviewed to ensure the calculations are correct.
- The Page No shall be filled in. This shall be Page No. 1 for all multiple assignment On-Call invoices.
- #1 – The top portion of the sheet should be filled in completely to include the prime Consultant firm name, the Project Description (i.e. Statewide Highway Design On-Call, or Statewide Environmental On-Call, etc.), the Project Number of the Statewide project, the Contract Number (also the same as the Purchase Order Number) assigned by Finance and Contracts after the contract is approved by G&C, the Federal Number (if applicable), and the Maximum Contract Amount allowed in the contract.
- #2 – The Date of Service shall be filled to include the beginning date of service for the time period being invoiced and the closing date of service for the time period being invoiced.
- #3 – Each Task Order shall be given a consecutive number that shall be referenced in the Notice to Proceed letter. Each Task Order shall be listed on the summary sheet in numerical order. The billing information related to the project being charged shall also be shown. This information shall come directly from the Notice to Proceed letter and shall include as a minimum the Project Name, Project Number, Work Class Code charged, the Organization Code being charged and the Improvement Type.
- #4 – The Task Order Limit shall be the negotiated not to exceed amount for the task order assignment as stated in the Notice to Proceed letter.
- #5 – The Amount This Invoice shall reflect the total amount being invoiced within the dates of service being invoiced. Only the task orders being invoiced should be filled in.
- #6 – The Through Previous Invoice shall reflect the exact amount billed through the last invoice. This should correspond with the Invoiced to Date column of the previous invoice.
- #7 – The Invoiced to Date column shall correspond to the addition of the Amount This Invoice (#5) and Through Previous Invoice (#6) columns.
- #8 – The Percent Complete shall be a direct calculation of Task Order Limit (#4) and the Invoiced To Date (#7).
- #9 – At the completion of each Task Order assignment (when the task order is 100% complete) there needs to be a balancing of the task order budget. A Task Order Close Out Credit memo is written, see QBS Appendix 2.1.29.6. The amount being reallocated (credited) back into the parent Statewide project should be entered in this column. This will zero out the Task Order and make the amount paid and the task order budget match.
- #10 – The Maximum Contract Amount shall be the Statewide contract amount approved by G&C for the Statewide contract.

- **#11** – The Remaining Contract Authority shall be a direct calculation of the total of the Task Order Limit column subtracted from the Maximum Contract Amount. This is the amount of contract authority remaining before the contract amount is exceeded. The percent of the Contract Remaining should auto-calculate as well showing the percent of the contract remaining.
- **#12** – The number should be the total of the Amount This Invoice column and represents the amount being requested for payment for all task orders.
- **#13** – The DOT Reviewer and the DOT Contract Manager (if they are not the same) shall sign and date the invoice prior to processing the invoice for payment. The Bureau Administrator, or other authorized signatory, shall sign the “Approved for Payment”. The only authorized signatories are those whom the Commissioner has designated, thru Power of Attorney, to sign invoices.

2-CP) APPLICATION FOR PAYMENT (COST PLUS AGREEMENT FORM)

- If the contract type is not an On-Call with multiple task order assignments, then this shall be the first sheet in the invoice (i.e. the Page No. is 1).
- The form used must be appropriate for the method of payment specified in the contract (cost plus).
- This form shall be used for single assignment contracts (Standalone or Multi-Phased Projects) or multiple assignment contracts (On-Call type contract).
- The form will auto-calculate the totals and percentages (for columns A-H) but the values should be reviewed to ensure the calculations are correct.
- #1 – The top portion of the sheet should be filled in completely to include the Consultant firm name, The Consultant Vendor Number, the Project Name, the Notice to Proceed date, the Assignment Completion Date, the Invoice Number, the address the Consultant wishes to have the payment sent to, the Project Number, and the Federal Number (if applicable). *The project information shown shall be for the “parent” Statewide project, this is the Statewide agreement the firm was hired under.*
- #2 – The Date of Service shall be filled to include the beginning date of service for the time period being invoiced and the closing date of service for the time period being invoiced.
- #3 – If the invoice is for a Statewide agreement and Task Orders are being invoiced then the “On-Call Only” box shall be filled in showing the Task Order contract information. The Task Order Assignment, the Project Name (that is being charged), the project number (being charged), and the Contract Number of the Task Order project assigned by Finance and Contracts after G&C approval.
- #4 – The negotiated labor costs shall be broken down by the Division of Work. The Division of Work reflects the various stages of the design process necessary to complete a project or certain tasks within the project. Depending on the size, complexity or type of work being done several, a few or none of the Division of Work rows may be blank. The templates shows a typical Highway Design or Bridge Design breakdown, each Division of Work may be changed or deleted depending on your specific contract. The Division of Work is usually the major sections of the scope of work and fee matrix components of the project or task order assignment.
- #5 - Direct Labor total (total of Column A) shall match the CERTIFIED PAYROLL REPORT total. The Direct Labor shall be broken down and entered by Division of Work efforts completed within the Dates of Service invoiced.
- #6 – The Overhead Rate is entered per the signed and approved contract. Entering the OH Rate in Column B should copy the Overhead Rate to all areas on all invoicing forms. A sample rate of 155.00% is entered as a placeholder on the form.
- #7 – Column C is the addition of Column A and B, representing the amount that is being Invoiced for this Date of Service.
- #8 – The Through Previous Invoice shall reflect the exact amount billed through the last invoice. This should correspond with the Invoiced to Date column of the previous invoice.
- #9 – The Invoiced to Date amount shall be the addition of Column C and Column D and shall represent the total amount invoiced to date on the project/task order.

- **#10** - The Approved Amount should reflect the approved contract amount, by Division of Work. Any assignment Amendments are documented and paid separately so each Division of Work amount doesn't change based on each Amendment.
- **#11** – The Remaining amount shall be the difference between the Approved Amount from Contract (Column F) and the Invoiced to Date (Column E).
- **#12** – Column H shall be the Percent Invoiced by Division of Work, with the total at the bottom representing the total percent of the contract invoiced to date.
- **#13** – Fixed Fee shall be paid as a percentage of work completed, not as a percentage of the amount invoiced. The Fixed Fee shall be entered based on the value in the signed and approved contract. A sample Fixed Fee rate of 10.00% is shown as an example. The Fixed Fee should auto-calculate the amount of fee being paid based on the percent of work complete.
- **#14** – The Direct Expenses shall be shown and added in based on the information from the DIRECT EXPENSE SUMMARY SHEET with back-up receipts and sub-consultant invoices as necessary.
- **#15** – The member of the Consultant firm authorized to sign the invoice shall be identified, including their title. They shall sign and date each invoice on the date it was completed and sent to NHDOT for processing.
- **#16** – The “Approved For” amount shall be the same as the total amount invoiced shown in the Project Total under Column C. This shall represent the total amount the Consultant is requesting payment for within the Date of Service shown on the invoice.
- **#17** - Once the entire invoice has been reviewed by DOT staff and is considered complete and accurate the Reviewer and the Contract Manager shall sign off and date the invoice. The Bureau Administrator, or other authorized signatory, shall sign the “Approved for Payment”. The only authorized signatories are those whom the Commissioner has designated, thru Power of Attorney, to sign invoices.
- **#18** - The proper Project Name, Number, Work Class Code, Org Code and Improvement Type are entered on the sheet from the Notice to Proceed letter. This information will be used by the Bureau of Finance to charge the invoice to that specific project.

2-LS) APPLICATION FOR PAYMENT (LUMP SUM AGREEMENT FORM)

- The form used must be appropriate for the method of payment specified in the contract (lump sum).
- The form will auto-calculate the totals and percentages (for columns A-E) but the values should be reviewed to ensure the calculations are correct.
- **#1** – The top portion of the sheet should be filled in completely to include the Consultant firm name, The Consultant Vendor Number, the Project Name, the Notice to Proceed date, the Contract Completion Date, the Invoice Number, the address the Consultant wishes to have the payment sent to, the Project Number, and the Federal Number (if applicable).
- **#2** – The Date of Service shall be filled to include the beginning date of service for the time period being invoiced and the closing date of service for the time period being invoiced.
- **#3** – For a Lump Sum contract the invoicing is relatively simple. The dollar amount being invoiced, based upon the percent of work complete, all the invoicing information found on this sheet is transferred from the PROGRESS REPORT page.
- **#4** – The Amount This Invoice shall reflect the amount billed for the Date of Service of this invoice. (total of Column A).
- **#5** – The Through Previous Invoice shall reflect the exact amount billed through the last invoice. This should correspond with the Invoiced to Date column of the previous invoice.
- **#6** – The Invoiced to Date amount shall be the addition of Column A and Column B and shall represent the total amount invoiced to date on the project. The Percent Invoiced to Date is calculated at the bottom of the column and represents the total percent of the contract invoiced to date. This should match with the percent calculated on the PROGRESS REPORT page.
- **#7** - The Approved Amount should reflect the approved contract amount. Any Amendments are documented and the dollar value is included within the Amount Approved.
- **#8** – The Remaining amount shall be the difference between the Approved Amount from Contract (Column D) and the Invoiced to Date (Column C). The Percent Remaining is calculated at the bottom of the column and represents the total percent of the contract remaining unspent.
- **#9** – The member of the Consultant firm authorized to sign the invoice shall be identified, including their title. They shall sign and date each invoice on the date it was completed and sent to NHDOT for processing.
- **#10** – The “Approved For” amount shall be the same as total amount invoiced shown in the Project Total under Column C. This shall represent the total amount the Consultant is requesting payment for within the Date of Service shown on the invoice.
- **#11** - Once the entire invoice has been reviewed by DOT staff and is considered complete and accurate the Reviewer and the Contract Manager shall sign off and date the invoice. The Bureau Administrator, or other authorized signatory, shall sign the “Approved for Payment”. The only authorized signatories are those whom the Commissioner has designated, thru Power of Attorney, to sign invoices.
- **#12** - The proper Project Name, Number, Work Class Code, Org Code and Improvement Type are entered on the sheet from the Notice to Proceed letter. This information will be used by the Bureau of Finance to charge the invoice to that specific project.

APPLICATION FOR PAYMENT ESTIMATE OF FEE FOR CONSULTANT SERVICES LUMP SUM







CONSULTANT NAME: Insert Name
 PROJECT NAME: Insert Project Name
 PROJECT DESCRIPTION: Insert Project Description
 NTP DATE: Enter NTP Date
 COMPLETION DATE: Enter Completion Date



INVOICE NO.: Invoice #
 PROJECT NO.: Insert Proj #
 FEDERAL NO.: Insert Fed #
 VENDOR NO.: Vendor #

REMIT PAYMENT TO: Enter Address Payment should be sent to



DATES OF SERVICE:  FROM: _____ (Date) TO: _____ (Date)


	A	B	C	D	E
ASSIGNMENT	AMOUNT THIS INVOICE	THROUGH PREVIOUS PERIOD	INVOICE TO DATE (A-B)	AMOUNT APPROVED	REMAINING (D-C)
 DESIGN PHASE DESIGN LUMP SUM:					
TOTAL:					
PERCENT INVOICED:					

I hereby certify, under the pains and penalties of perjury, that all costs and all work for which payment is hereby requested have been performed in accordance with the contract terms.

CONSULTANT'S NAME _____  TITLE _____

CONSULTANT'S SIGNATURE _____ DATE _____

APPROVED FOR:		<i>FOR INTERNAL DOT USE ONLY</i>
\$ _____	DOT CONTRACT MANAGER: _____	DATE _____
APPROVED FOR PAYMENT	 DOT REVIEWER: _____	 DATE _____
		DATE _____

 CHARGE INVOICE TO - PROJECT _____ NUMBER: _____ W.C.C.: _____
 ORG. CODE: _____ IMPROVE TYPE: _____

3-CP) PROGRESS REPORT (COST PLUS AGREEMENT FORM)

- The form used must be appropriate for the method of payment specified in the contract (Cost Plus).
- For an On-Call contract, prepare a separate form for each applicable task order assignment.
- A separate line will be added for each approved amendment to the contract. Amendments will be tracked separately as a whole and direct labor, hours and percent complete will be tracked separately.
- The Page No. shall be filled in.
- #1 – The “Consultant Name”, Project Name”, Invoice No.” and State No.” shall be filled in. These sections should auto-fill from the APPLICATION FOR PAYMENT sheet.
- #2 – The “Date of Service” shall be entered representing the timeframe this work was completed. This section should auto-fill from the APPLICATION FOR PAYMENT sheet.
- #3 The “Division of Work” description will be auto-filled from the “APPLICATION FOR PAYMENT” page.
- The “Hours Invoiced” for each Division of Work shall be entered based upon the approved fee proposal (#4 - “Approved Hours from Contract”) and the hours billed (#5 – “Hours Billed Through Previous Invoice” and “Hours Billed To Date”). Using the information from Columns A and B the “% Hours Billed” (Column C) will be calculated. The “Total Hours Percent Complete” (#9) will also be calculated and used for comparison purposes later on. The “Hours Billed Through Previous Invoice” shall be the hours invoiced on the last invoice submitted and the “Date” shall be the date of the previous invoice.
- The “Project Percent Complete” for each Division of Work shall be the estimated amount of work complete for that task (0 when no work has been performed on the specific division of work and 100 when the work for that task is complete). A 0 shall also be entered for any Division of Work category that is not included in the assignment.
- #6 - The “Through Previous Invoice % Complete” column must match the CONSULTANT PROGRESS REPORT from the previous invoice.
- #7 - The “Through This Invoice % Complete” shall reflect the total percent complete for each Division of Work through the period ending date.
- For cost plus contracts:
 - #8 - The “Contract Weight” column shall be calculated based on the negotiated cost for each individual Division of Work. The contract weight shall represent the percent contribution the specific Division of Work bears to the total cost for the assignment.
 - #10 - The “Total Percent Complete” will be calculated, and then compared to the percent invoiced from the APPLICATION FOR PAYMENT (#11).
- #12 – The totals found in #9 – Total Hours Percent Complete, #10 – Total Project Percent Complete, and #11 – Percent Invoiced are compared to ensure that the three project metrics are proceeded along at approximately the same rate.
- #13 – The Consultant should confirm that they believe they are on schedule and on budget to complete the project, or if not, provide and explanation why and their course of action to get back on track.
- If Reviewer/Contract Manager concludes that the percent of direct labor invoiced or hours billed to date exceeds the actual percent of work completed by more than 10% there needs to be communication with the consultant to see if this disparity is OK or if some action needs to take place to bring the work effort back in line with the project percent complete.

PROGRESS REPORT COST PLUS

INVOICE NO.: Enter Invoice
 PROJECT NO.: er Statewide Proje
 FEDERAL NO.: er Statewide Fede

CONSULTANT NAME: 1 Insert Name
 PROJECT NAME: Insert Project Name
 PROJECT DESCRIPTION: Insert Project Desc.

DATES OF SERVICE: 2 FROM: (Date) TO: (Date)

	HOURS INVOICED			PROJECT PERCENT COMPLETE				
	APPROVED HOURS FROM CONTRACT	BILLED THROUGH PREVIOUS INVOICE (DATE)	HOURS BILLED TO DATE (DATE)	% HOURS BILLED	THROUGH PREVIOUS INVOICE % COMPLETE (DATE)	THROUGH THIS INVOICE % COMPLETE (DATE)	CONTRACT WEIGHT	PERCENT COMPLETE
	4							
1.0 DATA COLLECTION	5				6	7	8	=
2.0 ALTERNATIVES ANALYSIS								=
3.0 SELECT PREFERRED ALT.								=
4.0 ENVIRONMENTAL PERMITTING								=
5.0 SLOPE AND DRAIN								=
6.0 PRELIM. PS&E DEVELOPMENT								=
7.0 CONTRACT DOCUMENTS								=
8.0 PROJECT MANAGEMENT								=
9.0 RIGHT OF WAY ACQUISITION								=
10.0 CONSTRUCTION ENGINEERING								=
12.0 AMENDMENT NO. 1 (NTP. DATE)								=
12.1 AMENDMENT NO. 2 (NTP. DATE)								=

TOTAL 9 0 0 0 0 0 0 0.00%
 TOTAL HOURS PERCENT COMPLETE: 11 0.00%
 TOTAL PROJECT PERCENT COMPLETE: 1 0.00%

12 DIFFERENCE: #VALUE!
 HRS. COMPL. VS. PROJ. COMPL.

11 PERCENT INVOICED (FROM APPLICATION FOR PAYMENT):

13 DIFFERENCE: #VALUE!
 HRS. COMPL. VS. INVOICED

Based on the current project scope and recognizing known issue/conditions, the current design fee and the performance period including any awarded time extensions appear to be adequate to complete the assignment including all processed amendments.

Yes: _____ No: _____ Explanation: _____

3-LS) PROGRESS REPORT (LUMP SUM AGREEMENT FORM)

- The form used must be appropriate for the method of payment specified in the contract (Lump Sum).
- A separate line will be added for each approved amendment to the contract. Amendments will be tracked separately.
- The Page No. shall be filled in.
- #1 – The “Consultant Name”, Project Name”, Invoice No.” and State No.” shall be filled in. These sections should auto-fill from the APPLICATION FOR PAYMENT sheet.
- #2 – The “Date of Service” shall be entered representing the timeframe this work was completed. This section should auto-fill from the APPLICATION FOR PAYMENT sheet.
- #3 - The “Project Percent Complete” for each Division of Work shall be the estimated amount of work complete for that task (0 when no work has been performed on the specific division of work and 100 when the work for that task is complete). A 0 shall also be entered for any Division of Work category that is not included in the assignment.
- #4 - The “Through Previous Invoice % Complete” column must match the CONSULTANT PROGRESS REPORT from the previous invoice.
- #5 - The “Through This Invoice % Complete” shall reflect the total percent complete for each Division of Work through the period ending date.
- #6 - The “Total Dollar Amount For Task” shall reflect the total dollar amount approved for each Division of Work from the Contract.
- #7 - The “Dollar Amount Previously Invoiced To Date” shall reflect the total dollar amount invoiced from the previous invoice.
- #8 - The “Dollar Amount Invoiced To Date” shall reflect the total dollar amount invoiced for each Division of Work to date.
- #9 – Shall represent:
 - The “Maximum Contract Amount” is the total dollar amount approved for the contract.
 - The “Total” shall represent the amount previously invoiced (total of Column D) and the Total of the Amount Invoiced to Date (total of Column E). Each of these columns should auto-calculate.
 - The “Percent Complete” should be auto-calculated, and represents the total project percent complete from the previous invoice (percent of Column D) and the total percent complete to date (total of Column E).
- If Reviewer/Contract Manager concludes that the percent invoiced to date exceeds the actual percent of work completed by more than 10% there needs to be communication with the consultant to see if this disparity is OK or if some action needs to take place to bring the work effort back in line with the project percent complete.
- #10 – Under the “Narrative for each Division of Work:” there should be a brief listing of the work completed within the payment period on each of the Divisions of Work.

4) CERTIFIED PAYROLL REPORT

If the Consultant's accounting system can produce an equivalent report, that contains the same information (names, dates worked, hours worked, salary rates and direct labor totals), then they may substitute their form for the Certified Payroll Report. A sample report supplied by the Consultant firm to verify their report is equivalent prior to the first invoice may be prudent.

The Certified Payroll Report does not have to be by calendar month, it may be based upon the firm's payroll periods. The report does not have to show hours worked per day, **but must show the name, pay rate, and number of hours worked in the invoicing period.** It is the consultant's responsibility to accurately track the Divisions of Work that each employee's time is charged to.

The Department's Certified Payroll Report may be used to show pay period billing over two months instead of the first of the month to the last day of the month. Multiple Certified Payroll Reports may be submitted per invoice. Example: if your payroll period is November 5th to December 6th, you can complete the November Certified Payroll Report from November 5th to November 30th on one sheet and also complete a second Certified Payroll Report for December 1st to December 6th.

Note: please remember that gaps in invoicing pay periods is not permissible. If in the example above the invoiced period ended on December 6th, the next invoicing period must begin on December 7th regardless of whether work was done that day. The invoicing pay periods should be continuance from the start of the contract to the final invoice.

If the Consultant cannot produce an equivalent report, then the following applies to filling out the attached Certified Payroll Report form:

- This form is not required for lump sum contracts.
- For an On-Call task order assignment the consultant shall prepare a separate form for each applicable task order assignment.
- The Contract Manager shall be notified of any changes to the names, titles, or rates of pay in the first pay period the change is made.
- Use an asterisk to denote raises to employees (on first invoice where raise appears).
- Hourly rates cannot exceed maximum limit described in contract.
- Hourly rates cannot exceed \$60/hour without a pre-approved Salary Cap Waiver in place.
- The Page No. shall be filled in.
- **#1** – The top portion of the sheet should be filled in completely to include the Consultant firm name, The Consultant Vendor Number, the Project Name, the Notice to Proceed date, the Assignment Completion Date, the Invoice Number, the address the Consultant wishes to have the payment sent to, the Project Number, and the Federal Number (if applicable). The project information shown shall be the project being charged, so if this is a Statewide task order the project information shall be the project being worked on not the Statewide agreement the firms was hired under. These sections should auto-fill from the APPLICATION FOR PAYMENT sheet.
- **#2** – The Date of Service shall be filled to include the beginning date of service for the time period being invoiced and the closing date of service for the time period being invoiced. These sections should auto-fill from the APPLICATION FOR PAYMENT sheet.

- #3 - List names in alphabetical order (last name first) and their job titles. The Names, Titles, and Rates of pay shall be the same as submitted during contract negotiations on the SALARY RATE CALCULATION FORMS. The listing can be a complete listing for anyone in the firm that could work on the project/assignment, but only the actual hours billed for the period are entered. Therefore the form doesn't have to be recreated for each invoice.
- #4 – The month shall be entered representing the month covered for the “Dates of Service”
- #5 - Enter the hours worked on the day for the corresponding employee shown in the table.
- #6 – The total hours worked by individual employee should be totaled at the right of the monthly listing.
- #7 - Typically, for Standalone contracts actual rates of pay are used on this form, for On-Call contracts the average rates from the agreement are used for each classification. The total direct labor billing for each employee shall be totaled in the “Cost” column. This is simply the multiplication of the Total Hours column (#6) times the “Rate” column (#7)
- #8 – Total number of hours billed in this billing cycle.
- #9 – Total amount of Direct Labor billed during the billing cycle (Dates of Service). This number shall correspond to the total of the Direct Labor charges on the APPLICATION FOR PAYMENT sheet (the total of Column A).

5) NARRATIVE

For each “Division of Work” in which progress has been made (i.e., the Consultant is requesting reimbursement), a separate Certified Narrative page shall be completed. A Certified Narrative is not required when work has not been initiated for a particular “Division of Work” or when the “Division(s) of Work” has been completed.

A separate Certified Narrative page should be used for each Division of Work.

- For an On-Call contract prepare a separate narrative for each applicable task order assignment.
- The Page No. shall be filled in.
- #1 – The top portion of the sheet should be filled in completely to include the Consultant firm name, The Consultant Vendor Number, the Project Name, the Notice to Proceed date, the Assignment Completion Date, the Invoice Number, the State Number, and the Contract Number. The project information shown shall be the project being charged, so if this is a Statewide task order the project information shall be the project being worked on not the Statewide agreement the firms was hired under. These sections should auto-fill from the APPLICATION FOR PAYMENT sheet.
- #2 – The Date of Service shall be filled to include the beginning date of service for the time period being invoiced and the closing date of service for the time period being invoiced. These sections should auto-fill from the APPLICATION FOR PAYMENT sheet.
- #3 - The narrative shall clearly acknowledge if there are any pending/future issues or concerns that will impact meeting the design schedule. If there are no issues or concerns relative to meeting the design schedule the narrative should also clearly state this.
- The narrative shall clearly describe the work performed during the dates of service invoiced.
- #4 - The narratives shall be separated into the appropriate “Division of Work” categories listed in the associated CONSULTANT’S PROGRESS REPORT. A separate Certified Narrative page should be used for each Division of Work.
- #5 - Any anticipated deliverable worked on within the billing cycle should be identified, with their percent complete and the anticipated completion date.
- #6 – There should be a listing of the Work Performed during the Dates of Service. This should include what activities the consultant worked on and requested reimbursement.
- #7 - Any travel or expenses reimbursements being requested on the DIRECT EXPENSE SUMMARY sheet shall have a corresponding entry in the Meeting/Event Description section showing where the meeting was or why travel was necessary (i.e. narrative should indicate travel to a meeting or to the project site if receipts for mileage are included).
- #8 - If a Design Schedule is not provided with the invoice and explanation should be provided. A short duration task order assignment may be a justification for not including a Design Schedule (or even requiring the development of a Design Schedule).

CERTIFIED NARRATIVE

INVOICE NO.: Inv. Number
PROJECT NO.: Enter Statewide Pr
FEDERAL NO.: Enter Statewide Fe

CONSULTANT NAME: Insert Name **1**
PROJECT NAME: Insert Project Name
PROJECT DESCRIPTION: Insert Project Description
NPT DATE: Enter NTP Date
EXPIRATION DATE: Enter Contract Exp Date
DATES OF SERVICE: FROM: _____ (Date) **2** TO: _____ (Date)

GENERAL

Major Issues or Concerns **3**
Explanation of Delay Impacts
-- SELECT DIVISION OF WORK -- **4**
Deliverable Status
Deliverable Name **5** Percent Complete
Actual/Scheduled Submittal Date

Work Performed during Dates of Service
Work Description **6**
Significant Meetings / Events
Meeting / Event Description **7** Meeting / Event Date

Has a copy of the latest Design Schedule been provided with this invoice?
Yes: _____ No: **8** Explanation: _____

6) NOTICE TO PROCEED LETTER FROM NHDOT

- A copy of the “Notice to Proceed” letter shall accompany each invoice for each assignment and/or amendment.
- The Notice to Proceed letter shall include as a minimum:
 - Date of letter (shall be official start date),
 - G&C Approval Date,
 - Contract Expiration Date,
 - Direct Labor amount (per approved contract),
 - Overhead amount (per approved contract),
 - Fixed Fee amount (per approved contract),
 - Direct Expense amounts (per approved contract), including sub-consultants
 - Contract Manager,
 - Copy Finance AP Section
 - Copy Internal Audit Office
 - Copy Project Manager
 - Copy Consultant Master File
- For payment purposes the letter shall also include the Project Name and Number, the Work Class Code, and Org Code that all invoices should be made to.
- On a typical Highway, Bridge, or Highway/Bridge contract, there should be only one Work Class Code required per contract. WCC 133H is used for consultant charges for Preliminary Design (Part A) work efforts. WCC 133I is used for consultant charges for Final Design (Part B) work efforts. There are several other Work Class Codes that the Department uses to charge consultant time, but they are usually for On-Call contracts (typically Environmental, Survey, Geotechnical, Material Testing, etc. contracts).
- The invoiced salary, overhead, fixed fee or direct expense total cannot exceed the approved total.
- Any letter/memo that approves reallocation of hours/funds between the various Divisions of Work shall also be included with every invoice, so as to document how the hour/funding allocation of the Divisions of Work changed from the original contract.
- Any letter that approves a contract amendment of hours/funding, or a time extension, shall also be included with every invoice, so as to document how the hour/funding allocation within the Divisions of Work changed from the original contract or how the expiration date changed.
- Any “Notice to Proceed” letter or contract amendment shall be copied to the “Finance – Accounts Payable Section”. This will ensure the funds are encumbered to the correct project and org code. This will also speed in the processing of payments. Any “Notice to Proceed” letter or contract amendment shall also be copied to the “Internal Audit Office” this will ensure that correct contract information is on hand when the contract is closed and a final close-out audit is conducted. Any “Notice to Proceed” letter or contract amendment shall also be copied to the “Project Manager” this will ensure that the Project Manager is notified of consultant work being performed on their project.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Project
Project Number

Bureau Name
Room Number
Tel: (603) 271-XXXX
Fax: (603) 271-XXXX

Date

Mr./Ms. First and Last Name, Title
Company
Address Line 1
Address Line 2
City, State, Zip

Re: Notice to Proceed - Project and Project Number

Dear Mr. Manager:

On G&C Approval Date the Department received Governor and Executive Council approval of our agreement with Company Name for Project and Project Number. This agreement expires on Date from G&C Resolution. The maximum amount allowed to be billed against this agreement is \$Enter G&C Approved Amount.

This agreement will be administered as cost plus fixed fee agreement. Invoices and Progress Reports shall be submitted monthly. The agreement will be administered through NHDOT Contract Manager Enter Name, e-mail address and phone number. Please submit all questions and invoices through Contract Manager Name. For invoicing purposes the approved hours from the contract total Enter Total Hours Negotiated and the following is the breakdown of the maximum limiting fee for this contract:

Direct labor: \$Total from Contract
Overhead: \$Total from Contract
Fixed Fee: \$Total from Contract
Direct Expense: \$Total from Contract
Sub-Consultants: \$Total from Contract

This letter serves as the Notice to Proceed for the Project Name and Number project. For invoicing proposes the Project Name: Project Name, Number: Project Number, WCC: Enter code(s) that should be charged, and Org Code: Enter code to be charged should be shown on the invoice.

We look forward to working with you on this effort.

Sincerely,

Bureau Administrator's Name, PE
Administrator, Bureau Name

cc: **Name, Contract Manager**
Name if different than Contract Manager, Project Manager
Finance – Accounts Payable Section
Internal Audit Office
Consultant Master File

7) DIRECT EXPENSE SUMMARY

- Refer to standard contract language and contract special provisions to determine what costs are reimbursable direct expenses. Also Chapter 3.0 – Contract Management of the Consultant Procurement Manual contains information pertaining to allowable direct expenses.
- The Page No. shall be filled in.
- #1 – The top portion of the sheet should be filled in completely to include the Consultant firm name, The Consultant Vendor Number, the Project Name, the Invoice Number, the Project Number, and the Federal Number (if applicable). The project information shown shall be the project being charged, so if this is a Statewide task order the project information shall be the project being worked on not the Statewide agreement the firms was hired under. These sections should auto-fill from the APPLICATION FOR PAYMENT sheet.
- #2 – The Date of Service shall be filled to include the beginning date of service for the time period being invoiced and the closing date of service for the time period being invoiced. These sections should auto-fill from the APPLICATION FOR PAYMENT sheet.
- # 3 - Each Category (mileage, meals, sub-consultants, etc.) should be filled in according to the approved contract.
- #4 – Column A “Amount This Invoice” shall represent the amount being invoiced for the “Dates of Service” shown in #2. All receipts for the charges being requested shall be included.
- #5 – The amount that was “Through Previous Invoice” shall be shown.
- #6 – Column C – “Invoice To Date” shall represent the addition of Column A and B.
- #7 - Approved Amounts for each “Category” must agree with the approved fee proposal and Notice to Proceed letter from NHDOT.
- #8 – Column E “Remaining” shall be the subtraction of Column D minus Column C and shall represent the amount of Direct Expense remaining in each category.

DIRECT EXPENSE SUMMARY

CONSULTANT NAME: Insert Name
PROJECT NAME: Insert Project Name
PROJECT DESCRIPTION: Insert Project Description

INVOICE NO.: Inv. Number
PROJECT NO.: Inter Statewide Project
FEDERAL NO.: Inter Statewide Federal

DATES OF SERVICE: FROM: (Date) TO: (Date)

	AMOUNT INVOICED				
	A	B	C	D	E
	AMOUNT THIS INVOICE	THROUGH PREVIOUS INVOICE	INVOICE TO DATE (A + B)	APPROVED AMOUNT FROM CONTRACT	REMAINING (D - C)
ASSIGNMENT NO.	4	5	6	7	8
CATEGORY					
SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -
CATEGORY					
SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -
CATEGORY					
SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -
CATEGORY					
SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -
CATEGORY					
SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FOR ASSIGNMENT:	\$ -	\$ -	\$ -	\$ -	\$ -

8) DIRECT EXPENSE BACKUP INFORMATION

- Submit copies of direct expense backup pages in the same order as listed on the DIRECT EXPENSE SUMMARY sheet.
- Back up materials for direct expenses could include:
 - Receipts (for phone, postage, and other project specific materials).
 - Detailed receipts will be required for meals and lodging reimbursement that show what was ordered for meals and drinks, or how many rooms, the daily rate and the total lodging being requested for reimbursement.
 - For tolls and mileage reimbursement a log of beginning point, destination (site review, meeting location, etc.) location, and then return ending point, along with total mileage will be required. Receipts for tolls shall clearly state the date and amount of toll. Mileage receipts should be through a copy of a log type entry that clearly states the date, miles travelled to and from the destination and the amount requested using the approved Federal mileage reimbursement rate

* INSERT DIRECT EXPENSE BACK UP INFORMATION HERE

9) DESIGN SCHEDULE – CURRENTLY NOT AN INVOICING REQUIREMENT

- Currently a schedule is not required to be included with each invoice. In the future this may be a requirement depending on the final outcome of the “Schedule Committee” work efforts. In any case the Consultant is required to submit and maintain a current design schedule that meets the contract requirements.
- Submit a copy of the current design schedule. The Design Schedule shall meet the requirements of the NHDOT Schedule Committee and shall be submitted in the form of a Gant chart. The schedule should be pre-approved by the Contract Manager at the time of the first invoice.
- For On-Call contracts were Task Order assignments may be of a short duration so a Design Schedule may not be required, the Contract Manager should work with the Consultant to determine if a Design Schedule is warranted for each individual Task Order assignment.

PROCESSING INVOICE FOR PAYMENT

Once the invoice is entered into the invoice database at the originating Bureau the invoice shall be transmitted to the Bureau of Finance for payment.

At the time of Governor and Executive Council approval of the consultant contract, the Accounts Payable (AP) Section of the Division of Finance will encumber the funds as listed in the G&C Approval Letter. They will also create the Purchase Order (PO) that sets up the holding account mechanism to track and pay the consultant invoices. The Purchase Order (PO) is also known as the Contract Number. Most of the basic contract information is kept in paper form (within a “Blue Folder”) in the AP Section files.

Upon receipt of the invoice by the Accounts Payable Section of Finance they will review the invoice for completeness and accuracy.

The “Blue Folder” will be retrieved from the Bureau files and the Purchase Order reviewed versus the invoice.

Information the AP Section will review and needs to be included with the payment request:

- Consultant Name and Vendor ID
- Invoice Number
- Invoice signed and “Approved for Payment” by the authorized Bureau member.
- Check math within invoice: Invoice vs. Cover Sheet
- Verify Funding String is complete and accurate, including:
 - Account Number
 - Account Unit
 - Project Number
 - Work Class Code
 - DBF-District Bureau Foreman
- Verify the funding is correct versus ProMIS project information page.
- If invoice charges to Multiple Funding Strings, that they total correctly and match the invoice total.
- If an On-Call task assignment is being used on a project outside of the G&C approved org code (i.e. most On-Calls are approved using 3054 for Federal projects) an authorization memo should be attached. Example: You should attach an authorization memo from Turnpikes stating the funds are available and OK to use in the amount shown for the task assignment. AP Section will have to transfer the encumbrance authority from the Federal Accounting Unit to Turnpikes for that assignment prior to processing the payment. The best option is to transmit this authorization with the original NTP for the task assignment to the AP Section so the transfer is complete prior to the first invoice. Finance would then encumber the whole task assignment to process against future invoices.

If Federal funds are involved, the invoice is passed on to Brenda/AJ for review concerning the use of Federal funds. Once reviewed and approved the invoice is returned to the AP Section for payment.

The AP Section will then upload the invoice payment details into Lawson and the payment is processed and approved by Administrative Services.

Once approved, the payment is sent to Treasury and an electronic payment is made to the firm.

INVOICE REVIEW CHECKLIST

Reviewer:	Project Name:
Consultant:	Project No.:
Date Received:	Invoice No.:
Date Reviewed:	Date to CM:

1. Are the following Direct Expenses charged correctly?	Yes	No	N/A
Lodging – (Allowable charge is Contract Specific), see www.gsa.gov			
Mileage – (max. IRS rate set January 1 each year)			
Meals – (actual receipt not to exceed GSA rate), see www.gsa.gov			

2. Is Percent of Work complete within 10% of the Labor/Hours expended?	Yes	No	N/A
Is this acceptable?			
Is the PROGRESS REPORT & NARRATIVE attached?			
Has the maximum DIRECT LABOR allowed been exceeded?			
Is the MAXIMUM FEE (the ‘Not to Exceed’ amount) correctly stated?			
(apply above questions to On-Call Statewide contracts as well)			

3. Any contract amendments/changes/corrections regarding:	Yes	No	N/A
If “Yes” what has changed	Yes	No	
Fixed Fee %			
Overhead Cost %			
Completion Date			
Direct Labor/Direct Expenses			
Hourly Rate/Billing Rate			
Reallocation of Funds			

4. Is the APPLICATION FOR PAYMENT Sheet signed by the Consultant?
5. Is the PROJECT NAME, NUMBER, TASK ORDER NUMBER and WCC correct?
6. Is NHDOT NOTICE TO PROCEED LETTER(s) attached?
7. Is the OVERHEAD RATE % correct?
8. Is the FIXED FEE PERCENT/FORMULA correct?
9. Is the Invoice APPROVED for Payment?

COMMENTS/ANYTHING UNIQUE TO THIS CONTRACT?
--

Reviewer Signature: _____ Extension: _____ Date: _____

PLEASE RETURN TO CONTRACT MANAGER WITH INVOICE PACKAGE.

INVOICE REVIEW CHECKLIST

Reviewer:	Project Name:
Consultant:	Project No.:
Date Received:	Invoice No.:
Date Reviewed:	Date to CM:

1. Are the following Direct Expenses charged correctly?	Yes	No	N/A
Lodging – (Allowable charge is Contract Specific), see www.gsa.gov	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mileage – (max. IRS rate set January 1 each year)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meals – (actual receipt not to exceed GSA rate), see www.gsa.gov	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Is Percent of Work complete within 10% of the Labor/Hours expended?			
Is this acceptable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the PROGRESS REPORT & NARRATIVE attached?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the maximum DIRECT LABOR allowed been exceeded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the MAXIMUM FEE (the ‘Not to Exceed’ amount) correctly stated? (apply above questions to On-Call Statewide contracts as well)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Any contract amendments/changes/corrections regarding:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If “Yes” what has changed	Yes	No	
Fixed Fee %	<input type="checkbox"/>	<input type="checkbox"/>	
Overhead Cost %	<input type="checkbox"/>	<input type="checkbox"/>	
Completion Date	<input type="checkbox"/>	<input type="checkbox"/>	
Direct Labor/Direct Expenses	<input type="checkbox"/>	<input type="checkbox"/>	
Hourly Rate/Billing Rate	<input type="checkbox"/>	<input type="checkbox"/>	
Reallocation of Funds	<input type="checkbox"/>	<input type="checkbox"/>	

4. Is the APPLICATION FOR PAYMENT Sheet signed by the Consultant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the PROJECT NAME, NUMBER, TASK ORDER NUMBER and WCC correct?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is NHDOT NOTICE TO PROCEED LETTER(s) attached?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is the OVERHEAD RATE % correct?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Is the FIXED FEE PERCENT/FORMULA correct?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the Invoice APPROVED for Payment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS/ANYTHING UNIQUE TO THIS CONTRACT? Click here to enter text.
--

Reviewer Signature: _____ Extension: _____ Date: _____

PLEASE RETURN TO CONTRACT MANAGER WITH INVOICE PACKAGE.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan

Commissioner
PROJECT NAME
FEDERAL NUMBER
STATE NUMBER

Time Extension Amendment
(Agreement Dated ENTER DATE,
Contract No. XXXXXXXX)

William Cass, P.E.
Assistant Commissioner

Bureau of Bureau Name
Room Number
Tel. (603) 271-XXXX
Fax: (603) 271-XXXX

Date

Mr./Ms. First and Last Name, Title
Company
Address Line 1
Address Line 2
City, State, Zip

Dear Mr./Ms. Last Name:

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

Original Completion Date ENTER DATE
By this letter, amended to ENTER DATE

This no-additional-cost change order for the extension is as requested by your letter dated ENTER DATE.

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

Sincerely,

Name,
Title

Approved: Peter E. Stamnas, P.E.
Director of Project Development

We concur in the above Amendment.

FIRM NAME.

By: _____

Title: _____

XXX/xxx

AGREEMENT AMENDMENT

PROJECT NAME, FEDERAL NUMBER, STATE NUMBER

FIRM NAME, 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

CONSULTANT

By: _____

By: _____

_____ (Title)

Dated: _____

Dated: _____

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: _____

By: _____

DOT COMMISSIONER

Dated: _____

Dated: _____

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: _____

By: _____

Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

PROJECT NAME
FEDERAL NUMBER
STATE NUMBER

Bureau of Bureau Name
Room Number
Tel. (603) 271-XXXX
Fax: (603) 271-XXXX

Fee and Time Amendment
(Agreement Dated ENTER DATE,
Contract No. XXXXXXXX)

Date

Mr./Ms. First and Last Name, Title
Company
Address Line 1
Address Line 2
City, State, Zip

Dear Mr./Ms. Last Name:

This letter amends Article I, and Article II in the above-referenced Agreement.

Article I, Section K (Date of Completion) in t is being amended to extend the date of completion. The original and amended dates are as follows:

Original Completion Date ENTER DATE
Amended to ENTER DATE (this example shows a previous time extension)
By this letter, amended to ENTER DATE

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by \$AMENDED DOLLAR VALUE as payment for additional services by Firm Name for additional effort associated with the Briefly explain the required changes in the fee that were increased and the project description of the work it relates to.

The portion of Article II, Section A (General Fee) specifying the dates for the fee and manhour estimates is being amended to read as follows:

“The total amount to be paid under this AGREEMENT shall not exceed \$XXX,XXX.XX, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT’S fee and manhour estimates of ENTER DATE, and ENTER DATE),...”

Furthermore, this fee increase revises the amounts in Article II, Section B (Summary of Fees) as follows:
(the below examples are typical statements that are included in the fee increase, adjust these as needed)

- Increases the estimated amount of (a) actual CONSULTANT’S salaries, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead by \$XX,XXX.XX, from \$XXX,XXX.XX to \$XXX,XXX.XX.
- Increases the amount of (b) fixed fee to cover profit and non-reimbursed costs by \$X,XXX.XX, from \$XX,XXX.XX to \$XX,XXX.XX.
- Does not change the estimated amount of (c) reimbursement for direct, out-of-pocket expenses, which remains at \$X,XXX.XX.

- Increases the amount of (d) reimbursement for actual cost of subconsultant Firm(s) Name by \$X,XXX.XX, from \$XX,XXX.XX to \$XX,XXX.XX.

Also, the first sentence in paragraph 1 of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"Costs incurred against this AGREEMENT shall not exceed \$XXX,XXX.XX, unless otherwise authorized."

The above additional work revises the total amount payable under this Agreement, which increases by \$XX,XXX.XX, from \$XXX,XXX.XX to \$XXX,XXX.XX by this amendment.

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

Sincerely,

Name,
Title

Approved: Peter E. Stamnas, P.E.
Director of Project Development

We concur in the above Amendment.

FIRM NAME.

By: _____

Title: _____

XXX/xxx

AGREEMENT AMENDMENT

PROJECT NAME, FEDERAL NUMBER, STATE NUMBER

FIRM NAME, 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

CONSULTANT

By: _____

By: _____

_____(Title)

Dated: _____

Dated: _____

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: _____

By: _____

DOT COMMISSIONER

Dated: _____

Dated: _____

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: _____

By: _____

Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State

STATE OF NEW HAMPSHIRE
INTRA-DEPARTMENT COMMUNICATION

DATE: Date
AT (OFFICE): Bureau of Bureau Name

FROM: Name
Title

SUBJECT: Close Out Notification
Statewide Project Name
Statewide Project Number

TO: William Cass, PE
Assistant Commissioner

THRU: Peter E. Stamnas, PE
Director of Project Development

MEMORANDUM

This is notification that work on the above contract has been completed.

On G&C Approval Date the Department received Governor and Executive Council approval to enter into an agreement with Company Name for Project and Project Number. This agreement expires on Date from G&C Resolution. The maximum amount allowed to be billed against this agreement is \$Enter G&C Approved Amount. The final invoice has been received from the consultant. The total amount invoiced under this contract is \$Enter Total Amount Invoiced by the firm

Per this notification we ask that the Bureau of Finance release all encumbered funds from this contract. Also that the Internal Audit Office begin a Final Close-Out Audit of the contract, if required.

It is requested that I be notified when this contract has been closed and if there are any final audit issues.

<u>Consultant</u>	<u>Project Name & #</u>	<u>PO #</u>
Company Name	Project and Project Number	PO/Contract Number

Feel free to contact me if you have any questions.

Cc: Finance – Accounts Payable Section
Internal Audit Office
Project File

2.1.42 Contract Close-Out Memo

j:\working copy -consultant selection manual\3.0 contract management appendix\appendix k - close out memo\close-out memo.doc

4.0 – Retaining Contract Records

Chapter 4.0 Retaining Contract Records

List of Revisions

November 6, 2016:

- Issuance of Chapter.

August 27, 2017:

- Updated paragraph 4.0 and 4.1 to include State RSA requirements to include RSA 228:43 and RSA 5:38. Eliminated reference to RSA 91-A.
- Revised Appendix 4.1 to be titled 4.1a
- Added Appendix 4.1b and 4.1c for both RSA 228:43 and RSA 5:38

4.0 Retaining Contract Records (23 CFR 172.7(a)(1)(iv)(F))

NOTE: The Federal requirements for record retention under 23 CFR 172 are three (3) years from time of final expenditure, but under NH Law, RSA 228:43 and RSA 5:38, the record retention policy is seven (7) years and four (4) years respectively. The requirements below meet the Federal law but do not address NH's RSA 228:43 or RSA 5:38 laws.

4.1 Record Retention for Consultant Procurement and Contract Management

The Department will retain all documents supporting the solicitation, proposal, evaluation, selection and fee negotiation (including cost certification and indirect cost rate technical reviews) of the selected consultant for a period not less than three (3) years from the time of the Consultant/Contractors final payment. Also see Appendix 4.1a for Federal requirements covered under 2 CFR 200.333, Appendix 4.1b for State requirements under RSA 228:43 and Appendix 4.1c for State requirements under RSA 5:38.

The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

4.1.1 Records Retention - If submitted for negotiation.

If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

4.1.2 Records Retention - If not submitted for negotiation.

If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

TITLE XX TRANSPORTATION

CHAPTER 228 ADMINISTRATION OF TRANSPORTATION LAWS

Commissioner, Deputy and Assistant Commissioners

Section 228:43

228:43 Disposal of Papers and Records. – The commissioner may authorize the destruction of papers or records not having a permanent or historical value at the end of 7 years from the making thereof; provided, however, that the rules and regulations of the director of the division of archives and records management, as promulgated under RSA 5:40, may provide that designated papers or records may be destroyed at an earlier period or require their retention for a longer period.

Source. 1929, 108:1. RL 99:20. 1945, 188:1, part 10:21. RSA 229:17. 1957, 260:2. 1963, 16:1. 1981, 87:1. 2003, 97:3, eff. Aug. 5, 2003

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 5

DEPARTMENT OF STATE

Archives and Records Management

Section 5:38

5:38 Disposal of Records. – Unless otherwise provided by law with respect to particular departments or particular records, records not having a permanent or historical value may be destroyed at the end of 4 years from their making, provided that the rules of the director, as adopted under RSA 5:40, may provide that designated records may be destroyed at an earlier period or require their retention for a longer period.

Source. 1987, 353:1. 1996, 239:1, eff. Aug. 9, 1996.

5.0 – Pertinent State and Federal Laws

5.0 Pertinent State and Federal Laws

5.0.1 NH RSA 21-I:22

21-I:22 Selection of Engineers, Architects, and Surveyors. –

I. As used in this section:

(a) "Agency" means any executive department, commission, board, institution, bureau, office, or other agency of state government, by whatever name called, that uses, disburses, expends, or receives any state funds, but excluding the university system of New Hampshire.

(b) "Engineering, architectural, and surveying services" includes those professional services of an engineering, architectural or surveying nature, as well as incidental services that members of these professions and those in their employ may logically and justifiably perform.

(c) "Members of these professions" means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice in this state the professions of engineering, architecture, or surveying.

II. The general court hereby declares that it shall be the policy of the state and its agencies to negotiate contracts for engineering, architectural, and surveying services on the basis of demonstrated competence and qualifications for the type of professional services required, and at fair and reasonable prices.

III. All state agencies, when seeking professional services, shall publish a request for proposals or, when a definite scope of work is not yet defined, a request for qualifications for each project for which engineering, architectural, or surveying services are to be procured.

IV. Each agency engaging these professional services shall prepare a description of its procedures for procurement of architectural, engineering or surveying services. These descriptions shall be distributed to interested professionals subject to the provisions of this section. The agency, for each proposed project, shall publish a request for qualifications (RFQ) or request for proposals (RFP) and shall review and consider the qualifications after receiving qualifications or proposals. The agency shall then establish a short list of not less than 3 firms. The agency shall, for purposes of negotiation, arrange the firms deemed to be best qualified in order of preference as determined in accordance with the prescribed procedures of the agency. An interview may be held with the short list firms or, in the case of selection based on an RFQ and where the scope of work has been further defined, detailed technical proposals may be requested.

V. The agency shall negotiate a contract with the highest qualified firm for architectural, engineering, or surveying services at compensation which the agency determines is fair and reasonable to the state. In making such determination, the agency shall take into account the estimated value, scope, complexity, and professional nature of the services to be rendered.

VI. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price determined to be fair and reasonable to the state, negotiations with that firm should be formally terminated. The agency should then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency should terminate negotiations. The agency should then undertake negotiations with the third most qualified firm.

VII. Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

VIII. Once negotiations have been completed and the agency has had its contract approved by the governor and council, all proposals submitted for a project shall become available for public review.

Source. 1985, 399:1. 1992, 127:1, eff. June 30, 1992.

5.0.2 NH RSA 228:4

228:4 State Transportation Projects. –

I. Each state transportation project shall be built under contracts awarded to the lowest responsible bidder through competitive bidding. The following are excluded from this competitive bidding requirement:

(a) Normal highway and bridge maintenance and improvements. This includes state aided town road and bridge projects.

(b) Projects executed under RSA 481 with approval of the governor and council.

(c) Statewide transportation improvement program projects with a cost not to exceed \$25,000,000 may be developed and constructed utilizing the design build concept based on a request for proposal. Such projects may be developed and constructed provided that selection is based on an objective standard and measurable criteria for evaluation of the proposals.

(d) Statewide transportation improvement program projects with a cost in excess of \$25,000,000 may be developed and constructed utilizing the design build concept based on a request for proposal provided that the department first demonstrates that using the design build concept for the project in question benefits the state more than using conventional contracting methods. The department shall hold a publicly noticed hearing to take comment on its proposal to use the design build concept for a particular project. Such notice shall be provided at least 14 days prior to the hearing date. The department shall allow for a 30-day public comment period following the publicly-noticed hearing before submitting its proposed use of the design build concept to the governor and executive council for formal approval. After the governor and council approve use of the design build concept for the project, the department may solicit bids from contractors. Any contract with the selected bidder shall be submitted to the governor and council for final approval. The commissioner shall report the results of any statewide transportation improvement program project using the design build concept to the capital budget overview committee within 90 days after the completion of the project.

II. State transportation projects shall not be awarded through cost-plus contracts.

Source. 1950, 5:1, part 9:1, par. 13. 1953, 253:1. RSA 228:4. 1957, 257:1. 1959, 58:1. 1961, 223:3. 1967, 121:1. 1971, 55:1. 1972, 60:44. 1975, 329:1. 1978, 49:18. 1979, 70:1-3; 214:1. 1981, 87:1; 558:2. 1982, 15:1, 2; 38:20. 1985, 400:3. 1986, 209:5, 6. 1988, 236:2, 3. 1989, 148:1. 1998, 171:2, 3. 2003, 70:1, 2. 2004, 257:43. 2005, 55:3, 4, eff. May 23, 2005; 291:17, eff. July 25, 2005. 2009, 135:1, 2, eff. June 29, 2009.

5.0.3 NH RSA 228:5-a

228:5-a Compliance With Contracts. – The performance of contracts for all state transportation projects shall be inspected to assure compliance with the plans and specifications. The department shall require inspection service by one of the following methods: (a) by the registered architect or professional engineer or his representative, (b) by qualified personnel of a professional construction inspection company, or (c) by personnel of the department of transportation.

Source. 1981, 558:5. 1985, 402:6, I(a)(1). 1998, 171:5. 2005, 291:19, eff. July 25, 2005.

5.0.4 23 U.S.C. 112(b)**(b) Bidding Requirements.—****(1) In general.—**

Subject to paragraphs (2) and (3), construction of each project, subject to the provisions of subsection (a) of this section, shall be performed by contract awarded by competitive bidding, unless the State transportation department demonstrates, to the satisfaction of the Secretary, that some other method is more cost effective or that an emergency exists. Contracts for the construction of each project shall be awarded only on the basis of the lowest responsive bid submitted by a bidder meeting established criteria of responsibility. No requirement or obligation shall be imposed as a condition precedent to the award of a contract to such bidder for a project, or to the Secretary's concurrence in the award of a contract to such bidder, unless such requirement or obligation is otherwise lawful and is specifically set forth in the advertised specifications.

(2) Contracting for engineering and design services.—**(A) General rule.—**

Subject to paragraph (3), each contract for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services with respect to a project subject to the provisions of subsection (a) of this section shall be awarded in the same manner as a contract for architectural and engineering services is negotiated under [chapter 11 of title 40](#).

(B) Performance and audits.—

Any contract or subcontract awarded in accordance with subparagraph (A), whether funded in whole or in part with Federal-aid highway funds, shall be performed and audited in compliance with cost principles contained in the Federal Acquisition Regulations of [part 31 of title 48](#), Code of Federal Regulations.

(C) Indirect cost rates.—

Instead of performing its own audits, a recipient of funds under a contract or subcontract awarded in accordance with subparagraph (A) shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency, if such rates are not currently under dispute.

(D) Application of rates.—

Once a firm's indirect cost rates are accepted under this paragraph, the recipient of the funds shall apply such rates for the purposes of contract estimation, negotiation, administration, reporting, and contract payment and shall not be limited by administrative or de facto ceilings of any kind.

(E) Prenotification; confidentiality of data.—

A recipient of funds requesting or using the cost and rate data described in subparagraph (D) shall notify any affected firm before such request or use. Such data shall be confidential and shall not be accessible or provided, in whole or in part, to another firm or to any government agency which is not part of the group of agencies sharing cost data under this paragraph, except

by written permission of the audited firm. If prohibited by law, such cost and rate data shall not be disclosed under any circumstances.

(F)

(F) [1] Subparagraphs (B), (C), (D) and (E) herein shall not apply to the States of West Virginia or Minnesota.

5.0.5 The Brooks Act:

Federal Government Selection of Architects and Engineers

Public Law 92-582 92nd Congress, H.R. 12807 October 27, 1972

An Act

To amend the Federal Property and Administrative Services Act of 1949 in order to establish Federal policy concerning the selection of firms and individuals to perform architectural, engineering, and related services for the Federal Government.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 471 et seq.) is amended by adding at the end thereof the following new title:

"TITLE IX - SELECTION OF ARCHITECTS AND ENGINEERS "DEFINITIONS "Sec.901. As used in this title

"(1) The term 'firm' means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the professions of architecture or engineering.

"(2) The term 'agency head' means the Secretary, Administrator, or head of a department, agency, or bureau of the Federal Government.

"(3) The term "architectural and engineering services" means -

1. professional services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this paragraph;
2. professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
3. such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operation and maintenance manuals, and other related services.

"POLICY "Sec.902. The Congress hereby declares it to be the policy of the Federal Government to publicly announce all requirements for architectural and engineering services, and to negotiate

contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable prices.

"REQUESTS FOR DATA ON ARCHITECTURAL AND ENGINEERING SERVICES "Sec.903. In the procurement of architectural and engineering services, the agency head shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data. The agency head, for each proposed project, shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based upon criteria established and published by him, no less than three of the firms deemed to be the most highly qualified to provide the services required.

"NEGOTIATIONS OF CONTRACTS FOR ARCHITECTURAL AND ENGINEERING SERVICES

"Sec.904. (a) The agency head shall negotiate a contract with the highest qualified firm for architectural and engineering services at compensation which the agency head determines is fair and reasonable to the Government. In making such determination, the agency head shall take into account the estimated value of the services to be rendered, the scope, complexity, and professional nature thereof.

"(b) Should the agency head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm should be formally terminated. The agency head should then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency head should terminate negotiations. The agency head should then undertake negotiations with the third most qualified firm.

"(c) Should the agency head be unable to negotiate a satisfactory contract with any of the selected firms, he shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached."

5.0.6 23 CFR Part 172

PART 172—ADMINISTRATION OF ENGINEERING AND DESIGN RELATED SERVICE CONTRACTS

Sec.

- 172.1 Purpose and applicability.
- 172.3 Definitions.
- 172.5 Methods of procurement.
- 172.7 Audits.
- 172.9 Approvals.

Authority:23 U.S.C. 112, 114(a), 302, 315, and 402; 40 U.S.C. 541 et seq.; sec.1205(a), Pub. L. 105-178, 112 Stat. 107 (1998); sec. 307, Pub. L. 104-59, 109 Stat. 568 (1995); sec. 1060, Pub. L. 102-240, 105 Stat. 1914, 2003 (1991); 48 CFR 12 and 31; 49 CFR 1.48(b) and 18.

Source:67 FR 40155, June 12, 2002, unless otherwise noted.

§ 172.1 Purpose and applicability.

This part prescribes policies and procedures for the administration of engineering and design related service contracts under 23 U.S.C. 112 as supplemented by the common grant rule, 49 CFR part 18. It is not the intent of this part to release the grantee from the requirements of the common grant rule. The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost. Recipients of Federal funds shall ensure that their subrecipients comply with this part.

§ 172.3 Definitions.

As used in this part:

Audit means a review to test the contractor's compliance with the requirements of the cost principles contained in 48 CFR part 31.

Cognizant agency means any Federal or State agency that has conducted and issued an audit report of the consultant's indirect cost rate that has been developed in accordance with the requirements of the cost principles contained in 48 CFR part 31.

Competitive negotiation means any form of negotiation that utilizes the following:

- (1) Qualifications-based procedures complying with title IX of the Federal Property and Administrative Services Act of 1949 (Public Law 92-582, 86 Stat. 1278 (1972));
- (2) Equivalent State qualifications-based procedures; or
- (3) A formal procedure permitted by State statute that was enacted into State law prior to the enactment of Public Law 105-178 (TEA-21) on June 9, 1998.

Consultant means the individual or firm providing engineering and design related services as a party to the contract.

Contracting agencies means State Departments of Transportation (State DOTs) or local governmental agencies that are responsible for the procurement of engineering and design related services.

Engineering and design related services means program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services with respect to a construction project subject to 23 U.S.C. 112(a).

One-year applicable accounting period means the annual accounting period for which financial statements are regularly prepared for the consultant.

§ 172.5 Methods of procurement.

(a) *Procurement*. The procurement of Federal-aid highway contracts for engineering and design related services shall be evaluated and ranked by the contracting agency using one of the following procedures:

(1) *Competitive negotiation*. Contracting agencies shall use competitive negotiation for the procurement of engineering and design related services when Federal-aid highway funds are involved in the contract. These contracts shall use qualifications-based selection procedures in the same manner as a contract for

architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 541-544) or equivalent State qualifications-based requirements. The proposal solicitation (project, task, or service) process shall be by public announcement, advertisement, or any other method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Price shall not be used as a factor in the analysis and selection phase. Alternatively, a formal procedure adopted by State Statute enacted into law prior to June 9, 1998 is also permitted under paragraph (a)(4) of this section.

(2) *Small purchases.* Small purchase procedures are those relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold fixed in 41 U.S.C. 403(11). Contract requirements should not be broken down into smaller components merely to permit the use of small purchase requirements. States and subrecipients of States may use the State's small purchase procedures for the procurement of engineering and design related services provided the total contract costs do not exceed the simplified acquisition threshold fixed in 41 U.S.C. 403(11).

(3) *Noncompetitive negotiation.* Noncompetitive negotiation may be used to procure engineering and design related services on Federal-aid participating contracts when it is not feasible to award the contract using competitive negotiation, equivalent State qualifications-based procedures, or small purchase procedures. Contracting agencies shall submit justification and receive approval from the FHWA before using this form of contracting. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

- (i) The service is available only from a single source;
- (ii) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
- (iii) After solicitation of a number of sources, competition is determined to be inadequate.

(4) *State statutory procedures.* Contracting agencies may procure engineering and design related services using an alternate selection procedure established in State statute enacted into law before June 9, 1998.

(b) *Disadvantaged Business Enterprise (DBE) program.* The contracting agency shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26.

(c) *Compensation.* The cost plus a percentage of cost and percentage of construction cost methods of compensation shall not be used.

§ 172.7 Audits.

(a) *Performance of audits.* When State procedures call for audits of contracts or subcontracts for engineering design services, the audit shall be performed to test compliance with the requirements of the cost principles contained in 48 CFR part 31. Other procedures may be used if permitted by State statutes that were enacted into law prior to June 9, 1998.

(b) *Audits for indirect cost rate.* Contracting agencies shall use the indirect cost rate established by a cognizant agency audit for the cost principles contained in 48 CFR part 31 for the consultant, if such

rates are not under dispute. A lower indirect cost rate may be used if submitted by the consultant firm, however the consultant's offer of a lower indirect cost rate shall not be a condition of contract award. The contracting agencies shall apply these indirect cost rates for the purposes of contract estimation, negotiation, administration, reporting, and contract payment and the indirect cost rates shall not be limited by any administrative or de facto ceilings. The consultant's indirect cost rates for its one-year applicable accounting period shall be applied to the contract, however once an indirect cost rate is established for a contract it may be extended beyond the one year applicable accounting period provided all concerned parties agree. Agreement to the extension of the one-year applicable period shall not be a condition of contract award. Other procedures may be used if permitted by State statutes that were enacted into law prior to June 9, 1998.

(c) *Disputed audits.* If the indirect cost rate(s) as established by the cognizant audit in paragraph (b) of this section are in dispute, the parties of any proposed new contract must negotiate a provisional indirect cost rate or perform an independent audit to establish a rate for the specific contract. Only the consultant and the parties involved in performing the indirect cost audit may dispute the established indirect cost rate. If an error is discovered in the established indirect cost rate, the rate may be disputed by any prospective user.

(d) *Prenotification; confidentiality of data.* The FHWA and recipients and subrecipients of Federal-aid highway funds may share the audit information in complying with the State or subrecipient's acceptance of a consultant's overhead rates pursuant to 23 U.S.C. 112 and this part provided that the consultant is given notice of each use and transfer. Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the State or subrecipient's acceptance of a consultant's overhead rates pursuant to 23 U.S.C. 112 and this part without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance, however should a release be required by law or court order, such release shall make note of the confidential nature of the data.

§ 172.9 Approvals.

(a) *Written procedures.* The contracting agency shall prepare written procedures for each method of procurement it proposes to utilize. These written procedures and all revisions shall be approved by the FHWA for recipients of federal funds. Recipients shall approve the written procedures and all revisions for their subrecipients. These procedures shall, as appropriate to the particular method of procurement, cover the following steps:

- (1) In preparing a scope of work, evaluation factors and cost estimate for selecting a consultant;
- (2) In soliciting proposals from prospective consultants;
- (3) In the evaluation of proposals and the ranking/selection of a consultant;
- (4) In negotiation of the reimbursement to be paid to the selected consultant;
- (5) In monitoring the consultant's work and in preparing a consultant's performance evaluation when completed; and
- (6) In determining the extent to which the consultant, who is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors or deficiencies in design furnished under its contract.

(b) *Contracts.* Contracts and contract settlements involving design services for projects that have not been delegated to the State under 23 U.S.C. 106(c), that do not fall under the small purchase procedures in § 172.5(a)(2), shall be subject to the prior approval by FHWA, unless an alternate approval procedure has been approved by FHWA.

(c) *Major projects.* Any contract, revision of a contract or settlement of a contract for design services for a project that is expected to fall under 23 U.S.C. 106(h) shall be submitted to the FHWA for approval.

(d) *Consultant services in management roles.* When Federal-aid highway funds participate in the contract, the contracting agency shall receive approval from the FHWA before hiring a consultant to act in a management role for the contracting agency.