



JAN25'19 PM 3:16



Sam  
16

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

**Victoria F. Sheehan  
Commissioner**

**William Cass, P.E.  
Assistant Commissioner**

Bureau of Highway Design  
December 13, 2018

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

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an Agreement with Stantec Consulting Services, Inc., Auburn, NH, Vendor #174802, for an amount not to exceed \$870,949.02, for preliminary design of improvements to US Route 1 in the City of Portsmouth, effective upon Governor and Council approval through September 30, 2021. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2019, and are contingent upon the availability and continued appropriation of funds in FY 2020, FY 2021, and FY 2022, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
04-096-96-963515-3054 Consolidated Federal Aid				
046-500464 Gen Consultants Non-Benefit	\$137,500.00	\$330,000.00	\$330,000.00	\$73,449.02

**EXPLANATION**

The Department requires on-call consulting engineering and environmental services for the preliminary design of improvements to two sections of US Route 1 (Lafayette Road) in the City of Portsmouth. The first extends approximately from Constitution Avenue to Wilson Road, and the second extends approximately between Ocean Road and White Cedar Drive. The combined length of the improvements is approximately 1.7 miles. The objective of the project is to develop an alternative that will improve the safety and mobility of all users by applying 'Complete Street' principles with the central goal of achieving an appropriate balance between the needs of motorized, non-motorized, and transit users of the corridor and provide safe and efficient access to abutting properties. As the development of improvement alternatives proceeds, it will be crucial to work closely with all other appropriate public or private stakeholders to gain consensus on design decisions. The Consultant's role will be to develop several alternatives and select an appropriate alternative that is supported by the community, technically feasible, environmentally permissible, and economical; develop an approved Environmental Document; and bring the proposed action to a Public Hearing for layout approval. This project will require both Part "A" (Preliminary Design) and Part "B" (Final Design) services. This agreement is for Part "A" only. Upon completion of Part "A" services, and assuming a successful Public Hearing, the Department reserves the right to either negotiate a scope and fee for Part "B", or terminate the contract. This project is included in the State's Ten-Year Transportation Improvement Plan (Portsmouth 29640).

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for Portsmouth 29640; improvements to two sections of US Route 1. The assignment was listed as a

"Project Soliciting for Interest" on the Department's website on December 15, 2017 asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on January 25, 2018 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on March 27, 2018 through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on May 10, 2018 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of twelve (12) consultant firms that were considered for this assignment, with the three (3) short-listed firms shown in bold, is as follows:

Consultant Firm

Office Location

BETA Group, Inc.

Manchester, NH

CHA Consulting, Inc.

Keene, NH

**CMA Engineers, Inc.**

**Portsmouth, NH**

Greenman-Pedersen, Inc.

Portsmouth, NH

Jacobs Engineering Group, Inc.

Manchester, NH

Kleinfelder Northeast, Inc.

Manchester, NH

**Louis Berger U.S., Inc.**

**Manchester, NH**

McFarland-Johnson, Inc.

Concord, NH

**Stantec Consulting Services, Inc.**

**Auburn, NH**

TEC, Inc.

Hampton, NH

Vanasse Hangen Brustlin, Inc.

Bedford, NH

WSP USA, Inc.

Manchester, NH

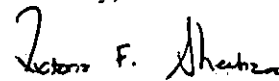
The firm of Stantec Consulting Services, Inc. was recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services. Background information on this firm is attached.

Stantec Consulting Services, Inc. has agreed to furnish the professional engineering services for an amount not to exceed \$870,949.02. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal Funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% Federal Funds.

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

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

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

**PROJECT: Portsmouth 29640**

**DESCRIPTION:** Preliminary engineering, environmental services, public involvement services, and final design are needed for improvements to two sections of US 1 in the City of Portsmouth to include possible widening, intersection modifications and/or bicycle and pedestrian facilities. The first section extends approximately from Constitution Drive to Wilson Road, and the second extends approximately between Ocean Road and White Cedar Drive. The scope of work may include: Traffic analysis; Preliminary design to develop and evaluate alternatives Environmental investigations to prepare and complete all appropriate environmental documentation and all necessary permitting; Public Involvement support services, including a Public Hearing; ROW layout and plan development, including any necessary survey work, for reestablishing and documenting the existing highway right-of-way in a manner suitable for recording at the Registry of Deeds; Roadway final design associated with the preferred alternative; Drainage design, including appropriate water quality evaluations; Construction traffic control design; and Construction support services. Environmental efforts are needed to prepare and complete all appropriate environmental documentation and permitting, to satisfy NEPA, State, and Federal requirements. The Consultant will also be required to assist the Department in the public involvement process, including a formal Public Hearing for the preferred alternative. This work will require Professional Engineer and Land Surveyor licensure in the State of New Hampshire. This multi-phase project requires Part "A" (Preliminary Design) and Part "B" (Final Design) services. This solicitation is for Part "A" only. At the conclusion of Part "A", 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, other relevant project experience with references noted, and their current workload with the Department. The compensation format for the Part "A" agreement will be cost-plus-fixed-fee

**Services Required: STRC, RDWY, ENV, HAZ, HIST, ARCY, AIR, NOIS, WET, HYD, SURV, ROW, TRAF, PINV**

**SUMMARY**

CMA Engineers, Inc.	2	3	3	3	3	3	3	20
Louis Berger US, Inc.	3	1	2	2	2	2	2	14
Stantec Consulting Services, Inc.	1	2	1	1	1	1	1	8

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations	WEIGHT	Scoring of Firms		
		CMA Engineers, Inc.	Louis Berger US, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	15	15	18
Clarity of the Proposal	20%	10	10	13
Capacity to Perform in a Timely Manner	20%	15	15	15
Quality & Experience of Project Manager/Team	20%	15	10	18
Previous Performance	10%	5	8	8
Overall Suitability for the Assignment	10%	5	5	8
<b>Total</b>	<b>100%</b>	<b>45</b>	<b>43</b>	<b>82</b>

Ranking of Firms:  
 1. Stantec  
 2. CMA  
 3. LOUIS BERGER

Rating Considerations	WEIGHT	Scoring of Firms		
		CMA Engineers, Inc.	Louis Berger US, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	18	19	18
Clarity of the Proposal	20%	17	19	17
Capacity to Perform in a Timely Manner	20%	18	17	19
Quality & Experience of Project Manager/Team	20%	17	18	18
Previous Performance	10%	9	9	8
Overall Suitability for the Assignment	10%	8	9	8
<b>Total</b>	<b>100%</b>	<b>87</b>	<b>91</b>	<b>88</b>

Ranking of Firms:  
 1. LBG  
 2. STANTEC  
 3. CMA

# EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	W E I G H T	CMA Engineers, Inc.	Louis Berger US, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	16	19	20
Clarity of the Proposal	20%	17	19	20
Capacity to Perform in a Timely Manner	20%	16	19	19
Quality & Experience of Project Manager/Team	20%	17	17	20
Previous Performance	10%	7	9	10
Overall Suitability for the Assignment	10%	6	8	9
<b>Total</b>	<b>100%</b>	<b>79</b>	<b>91</b>	<b>98</b>

Ranking of Firms: 1. STANTEC  
2. LBG  
3. CMA

Rating Considerations	Scoring of Firms			
	W E I G H T	CMA Engineers, Inc.	Louis Berger US, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	18	19	19
Clarity of the Proposal	20%	18	18	19
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	18	18	19
Previous Performance	10%	7	8	8
Overall Suitability for the Assignment	10%	5	9	9
<b>Total</b>	<b>100%</b>	<b>87</b>	<b>90</b>	<b>92</b>

Ranking of Firms: 1. Stantec Consulting Services, Inc.  
2. Louis Berger US Inc.  
3. CMA Engineers Inc

Rating Considerations	Scoring of Firms			
	W E I G H T	CMA Engineers, Inc.	Louis Berger US, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	15	18	19
Clarity of the Proposal	20%	16	19	19
Capacity to Perform in a Timely Manner	20%	16	18	18
Quality & Experience of Project Manager/Team	20%	15	16	18
Previous Performance	10%	9	9	9
Overall Suitability for the Assignment	10%	8	9	9
<b>Total</b>	<b>100%</b>	<b>79</b>	<b>89</b>	<b>92</b>

Ranking of Firms: 1. Stantec  
2. LBG  
3. CMA

Rating Considerations	Scoring of Firms			
	W E I G H T	CMA Engineers, Inc.	Louis Berger US, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	16	17	19
Clarity of the Proposal	20%	16	17	18
Capacity to Perform in a Timely Manner	20%	16	18	19
Quality & Experience of Project Manager/Team	20%	16	17	19
Previous Performance	10%	6	8	9
Overall Suitability for the Assignment	10%	5	8	9
<b>Total</b>	<b>100%</b>	<b>74</b>	<b>85</b>	<b>82</b>

Ranking of Firms: 1. Stantec  
2. LBG  
3. CMA

Rating Considerations	Scoring of Firms			
	W E I G H T	CMA Engineers, Inc.	Louis Berger US, Inc.	Stantec Consulting Services, Inc.
Comprehension of the Assignment	20%	15	20	20
Clarity of the Proposal	20%	10	18	20
Capacity to Perform in a Timely Manner	20%	10	16	18
Quality & Experience of Project Manager/Team	20%	15	16	20
Previous Performance	10%	5	8	9
Overall Suitability for the Assignment	10%	5	8	8
<b>Total</b>	<b>100%</b>	<b>60</b>	<b>86</b>	<b>95</b>

Ranking of Firms: 1. STANTEC  
2. LBG  
3. CMA

# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

## PART II - GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME <b>Stantec Consulting Services Inc.</b>			3. YEAR ESTABLISHED <b>2009</b>	4. DUNS NUMBER <b>10-886-6229</b>
2b. STREET <b>5 Dartmouth Drive, Suite 101</b>			E. OWNERSHIP	
2c. CITY <b>Auburn</b>			a. TYPE <b>Corporation</b>	
2d. STATE <b>NH</b>		2e. ZIP CODE <b>03032-3984</b>		
6a. POINT OF CONTACT NAME AND TITLE <b>Gerard Fortin, Principal</b>			b. SMALL BUSINESS STATUS <b>N/A</b>	
6b. TELEPHONE NUMBER <b>(803) 669-8872</b>		6c. E-MAIL ADDRESS <b>gerard.fortin@stantec.com</b>		
8a. FORMER FIRM NAME(S) (if any)			7. NAME OF FIRM (if block 2a is a branch office)	
<b>Jacques Whitford</b>			<b>Stantec Inc.</b>	
8b. YR. ESTABLISHED <b>1972</b>			8c. DUNS NUMBER <b>15-533-4618</b>	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		d. Profile Code	e. Experience	f. Revenue Index Number (See Below)
		(1) Firm	(2) Branch			
02	Administrative	2848	8	A08	Airports, Terminals & Hangars, Freight Handling	8
06	Architect	887	0	B02	Bridges	9
07	Biologist	257	0	C08	Codes, Standards, Ordinances	1
08	CADD Technician	534	0	C15	Construction Management	7
12	Civil Engineer	1040	3	C18	Cost Est. Cost Eng and Analy. Para Costing, Pricat	1
14	Computer Programmer	184	0	D02	Dams (Earth, Rock), Dikes, Levees	6
16	Construction Manager	217	1	E01	Ecological & Archeological Investigations	7
21	Electrical Engineer	477	0	E09	EIS, Assessments of Statements	10
23	Environmental Engineer	450	0	E12	Environmental Remediation	10
24	Environmental Scientist	1001	4	H07	Highways, Streets, Airfield Paving, Parking Lots	10
27	Foundation/Geotechnical Engineer	134	0	P02	Petroleum and Fuel (Storage and Distribution)	10
30	Geologist	477	2	R06	Rehabilitation (Buildings, Structures, Facilities)	6
34	Hydrologist	56	2	R11	Rivers, Canals, Waterways, Flood Control	5
38	Land Surveyor	335	0	S04	Sewage Collection, Treatment and Disposal	9
42	Mechanical Engineer	438	3	S07	Solid Wastes, Incineration, Landfill	7
48	Project Manager	857	3	S09	Structural Design, Special Structures	7
50	Risk Assessor	23	1	S10	Surveying, Plotting, Mapping, Flood Plain Studies	8
57	Structural Engineer	374	0	S13	Storm Water Handling & Facilities	7
58	Technician / Analyst	1861	7	T03	Traffic & Transportation Engineering	10
60	Transportation Engineer	212	1	U02	Urban Renewals, Community Development	8
	Other Employees	2510	0	W02	Water Resources, Hydrology, Ground Water	8
	<b>Total</b>	<b>16230</b>	<b>35</b>	<b>W03</b>	<b>Water Supply, Treatment and Distribution</b>	<b>10</b>

<b>11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS</b> (Insert revenue index number shown at right)	<b>PROFESSIONAL SERVICES REVENUE INDEX NUMBER</b>
a. Federal Work	1. Less than \$100,000
b. Non-Federal Work	2. \$100,000 to less than \$250,000
c. Total Work	3. \$250,000 to less than \$500,000
	4. \$500,000 to less than \$1 million
	5. \$1 million to less than \$2 million
	6. \$2 million to less than \$5 million
	7. \$5 million to less than \$10 million
	8. \$10 million to less than \$25 million
	9. \$25 million to less than \$50 million
	10. \$50 million or greater

**12. AUTHORIZED REPRESENTATIVE**  
The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE <b>October 23, 2015</b>
------------------	------------------------------------

c. NAME AND TITLE  
**Joseph T. Geller FASLA, Vice President, Regional Leader, New England**



David  
McNamara  
PE  
Project Manager

**David McNamara, PE**, is a civil engineer with considerable experience on roadway design, reconstruction, and site development projects.

#### **Education**

- Bachelor of Science, Civil Engineering, University of New Hampshire, Durham, New Hampshire, 1999

#### **Registrations**

- Professional Engineer #11241, State of New Hampshire
- Local Public Agency Certification Training - Federal Aid, Part 1 and 2 Certified, Exp 12/31/2018, Certification #1310

#### **Relevant Experience**

##### **Broad Street Parkway, Nashua, New Hampshire**

Project Engineer for design of new two mile long parkway involving two bridges over the Pan Am railroad and a bridge over the Nashua River. David is responsible for roadway design, as well as coordinating numerous design elements, including, new bridge construction, traffic signalization, high retaining walls, bioretention stormwater treatment, lighting, utility relocations, geotechnical investigations, and environmental permitting.

##### **Mechanic Street, Lebanon, New Hampshire**

Project Manager for ongoing project involving roadway and accessibility improvements to 1.5 miles of two lane urban roadway. David is managing the conceptual design and environmental documentation of the planned corridor improvements, utilizing Complete Streets methodology. Design efforts include typical section studies of the corridor, as well as major reconstruction of two intersections.

##### **NH101 EB Off Ramp/NH101A, Amherst, New Hampshire**

Project Manager for the final design of improvements to the NH Route 101 and NH Route 101A EB off-ramp. David led the design to construct a new slip ramp for eastbound traffic coming off NH Route 101. The design required compliance with new MS4 regulations, which require the treatment of stormwater runoff from all impervious surfaces within the project area, ledge removal, and traffic management planning. The fast tracked project was completed on time by Stantec in order to meet funding deadlines.

##### **Slayton Hill Road, Lebanon, New Hampshire**

Project Manager for emergency roadway reconstruction project in Lebanon. David managed and design and construction phases of the repairs to a 2-mile section of rural roadway that had been heavily damaged by back to back rain events in 2013. Design elements included roadway reconstruction, drainage and resiliency upgrades, and two retaining walls, as well as permitting. The design process included significant public involvement, with David leading 3 Public Informational Meetings, as well as 8 site walks and 4 days of individual abutter meetings.



**TABLE OF CONTENTS**

**PREAMBLE**

<b>ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED.....</b>	<b>2</b>
A. LOCATION AND DESCRIPTION OF PROJECT .....	2
B. SCOPE OF WORK (GENERAL).....	3
C. SCOPE OF WORK (SPECIFIC).....	3
D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION.....	13
E. WORK SCHEDULE AND PROGRESS REPORTS .....	14
F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS.....	14
G. DATE OF COMPLETION .....	16
<b>ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT .....</b>	<b>17</b>
A. GENERAL FEE.....	17
B. LIMITATION OF COSTS.....	18
C. PAYMENTS.....	19
D. ANNUAL INDIRECT COST RATE SUBMISSIONS .....	19
E. RECORDS, REPORTS, AND FINAL AUDIT .....	20
<b>ARTICLE III - GENERAL PROVISIONS.....</b>	<b>21</b>
A. HEARINGS, ETC.....	21
B. CONTRACT PROPOSALS.....	21
<b>ARTICLE IV - STANDARD PROVISIONS .....</b>	<b>22</b>
A. STANDARD SPECIFICATIONS .....	22
B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS .....	22
C. EXTENT OF CONTRACT.....	22
1. Contingent Nature of Agreement .....	22
2. Termination .....	22
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS .....	23
E. ADDITIONAL SERVICES .....	24
F. OWNERSHIP OF PLANS.....	24
G. SUBLETTING .....	25
H. GENERAL COMPLIANCE WITH LAWS, ETC.....	25
I. BROKERAGE .....	25
J. CONTRACTUAL RELATIONS.....	26
1. Independent Contractor .....	26
2. Claims and Indemnification .....	26
3. Insurance .....	26
4. No Third-Party Rights .....	27
5. Construction of Agreement .....	27
K. AGREEMENT MODIFICATION .....	28
L. EXTENSION OF COMPLETION DATE(S).....	28

M.	TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE.....	28
N.	DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS.....	30
	1. Policy.....	30
	2. Disadvantaged Business Enterprise (DBE) Obligation.....	30
	3. Sanctions for Non-Compliance.....	30
O.	DOCUMENTATION .....	30
P.	CLEAN AIR AND WATER ACTS .....	30

**ATTACHMENTS**

- A. **SCOPE OF WORK** Prepared by Stantec Consulting Services, Inc. dated October 3, 2018
1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
  2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
  3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
  4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
  5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
  6. 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 19 day of Dec in the year 2018 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Stantec Consulting Services, Inc., with principal place of business at 200, 10160-112 Street, in the City of Edmonton, Province of Alberta, Canada, and New Hampshire local office at 5 Dartmouth Drive, Suite 101, in the Town of Auburn, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to improve two sections of US Route 1 (Lafayette Road) in the City of Portsmouth. The first extends approximately from Constitution Avenue to Wilson Road, and the second extends approximately between Ocean Road and White Cedar Drive. The combined length of the improvements is approximately 1.7 miles.

The DEPARTMENT requires professional engineering and environmental consulting services to select an appropriate proposed action that is supported by the community, technically feasible, environmentally permissible, and economical; develop an approved Environmental Document; and bring the proposed action to a public hearing for layout approval. These services are outlined in the CONSULTANT'S Scope of Work dated October 3, 2018 (included in this AGREEMENT as Attachment A) and Fee Matrix dated October 3, 2018, which is hereby adopted by reference and considered to be part of this AGREEMENT.

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

## ARTICLE I

### **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 the study of improvements to two sections of US Route 1 (Lafayette Road) in the City of Portsmouth. The first extends approximately from Constitution Avenue to Wilson Road, and the second extends approximately between Ocean Road and White Cedar Drive. Some key considerations to be aware of include the following:

- Recommendations for this segment of US 1 were included in the *Route 1 Corridor Plan* dated November 2011.
- The segment of US 1 to be improved is three lanes with variable width shoulders.
- Localized improvements have been made at key intersections and some commercial developments to add turning lanes, shoulders, and traffic signals.
- The corridor is subject to high peak traffic volumes, which restricts mobility particularly in the vicinity of the key intersections.
- The lack of consistent shoulders or sidewalks hinders the mobility of non-motorized users.
- There are numerous private driveways within the segment and the corridor study proposed implementing access management measures.
- Several historic and cultural resources are located within close proximity of the roadway.
- The corridor study proposed widening the roadway to provide a five-lane divided cross section with limited median crossings.

The objective of the project is to develop an alternative that will improve the safety and mobility of all users by applying 'Complete Street' principles with the central goal of achieving an appropriate balance between the needs of motorized, non-motorized, and transit users of the corridor and provide safe and efficient access to abutting properties. As the development of improvement alternatives proceeds, it will be crucial to work closely with all other appropriate public or private stakeholders to gain consensus on design decisions.

The development of the preliminary engineering for this project is expected to be performed in two phases (Parts A and B). This scope of services is for the first phase (Part A) only. The purpose of this first phase of the project is to develop and evaluate design alternatives for improving US 1. Part 'A' efforts will: 1.) develop and evaluate improvements alternatives; 2.) identify all impacted natural and cultural resources potentially affected by the proposed action, and investigate means of

## ARTICLE I

minimizing or mitigating the impacts; 3.) prepare an environmental document for the proposed action; 4.) assist the Department with public involvement support services, including preparation of a Hearing plan, 5.) identify and document the existing right-of-way and 6.) advance the design through the Slope and Drain phase of plan development.

### **B. SCOPE OF WORK (GENERAL)**

The goals of the Part "A" engineering efforts of this project are to select an appropriate proposed action that is supported by the community, technically feasible, environmentally permissible, and economical; develop an approved Environmental Document; and bring the proposed action to a public hearing for layout approval.

Assuming a successful Public Hearing, and upon completion of Part A, the DEPARTMENT reserves the right to either negotiate a scope and fee for Part B, to prepare final design plans, specifications and estimates for the project limits, or terminate the contract.

The development of improvement alternatives will include a dynamic public participation program involving public and private stakeholders and the general public in the decision-making process to aid in the determination of the proposed action.

### **C. SCOPE OF WORK (SPECIFIC)**

The tasks for Part 'A' have been divided into three categories: Preliminary Engineering, Public Participation, and NEPA Documentation. The Preliminary Engineering tasks cover the work required to reevaluate and develop improvement alternatives to arrive at a proposed action. The Public Participation tasks cover public outreach for all aspects of the project. The NEPA Documentation tasks cover the work required to document impacts of the alternatives to all relevant natural and cultural resources. The tasks shown below are further described in the CONSULTANT's Scope of Work dated October 3, 2018 (Attachment A). Final design will be undertaken by Part 'B' of the design efforts, and will encompass the engineering efforts needed to advance the design from NEPA approval to project advertising.

#### **1. Preliminary Engineering**

##### **a. Data Collection**

The CONSULTANT shall collect any pertinent information available within the Project Limits including traffic volumes, lane geometries, traffic control information, utility locations, or other available materials. The CONSULTANT shall conduct a field review of the project area to identify key engineering controls, topographic features, natural and cultural resource constraints, and land uses that could have a bearing on the design.

## ARTICLE I

b. Topographic Survey and Base Plan Preparation

The CONSULTANT will develop a digital terrain model and base plan from topographic survey data to be provided by the Department. The CONSULTANT will submit requests for supplemental survey as necessary. The DEPARTMENT will conduct the topographic survey(s) and process the data, which the CONSULTANT will then incorporate into the digital terrain model and base plan. The most recent ortho-rectified digital aerial photographs will be provided by the DEPARTMENT if needed.

c. Right-of-Way Boundary Preparation

The CONSULTANT shall complete a boundary survey of US Route 1 and intersecting municipal or State roads to a minimum distance of 500 ft. beyond the anticipated limits of the proposed improvements and be completed in accordance with the minimum standards for an Urban Boundary Survey as detailed in the New Hampshire Code of Administrative Rules (Part Lan 503, Technical Standards), including but not limited to complete field survey locating all appropriate monumentation and development of Right of Way (ROW) alignments. The CONSULTANT, in conjunction with a certified NH Licensed Land Surveyor, shall prepare a right of way plan showing ROW alignments where existent, and metes and bounds with station and offset information for the existing roadway corridors. The CONSULTANT will develop the existing Boundary and controls through the following process:

- i. ROW Facilitation Meeting: An initial meeting with the DEPARTMENT for project overview, review of historic ROW information and turnover of DEPARTMENT project data and ROW;
- ii. Records Research: The CONSULTANT shall research the town and city roads and property records, State highway and relevant archive records, court, registry and probate records, abutters' deeds and property plans within the project limits, and other research as needed to define the existing ROW limits;
- iii. Boundary Survey: The Consultant shall complete the boundary survey as outlined:
  1. Field recovery of Right-of-Way and abutting boundary monuments.
  2. Establish geodetic control network on NH State Plane Coordinate System.
  3. Perform boundary survey of existing Right-of-Way.
  4. Process survey control data using least squares adjustment at 95% confidence level.
    - a. Process side shot data on adjusted controls and verify.

## ARTICLE I

5. Develop Right-of-Way alignments and establish Right-of-Way limits based on survey and boundary control standards of practice and the current NHLSA Ethics and Standards.
- iv. Existing ROW Plan Review: The CONSULTANT shall submit a preliminary ROW plans for DEPARTMENT review and attend a ROW facilitation meeting to discuss ROW Plan review comments;
- v. Development of Final Existing ROW Plan; The CONSULTANT shall address the comments from DEPARTMENT Preliminary Plan review through a written explanation on how review items were addressed prior to recording existing ROW plan with the County Registry. The CONSULTANT shall provide the DEPARTMENT with the Existing ROW Plans in DWG/DGN file format and PDF plan file. The CONSULTANT shall provide the DEPARTMENT with a plan showing the existing boundary monumentation and survey traverse in DWG/DGN file format and the geodetic control data in ASCII file format. The CONSULTANT shall be responsible to record the base plan.
- d. Traffic Data Collection & Analysis

The CONSULTANT shall gather traffic volume data as needed to analyze existing and future traffic operations under both no-build and build conditions within the project area. Macroscopic and microscopic evaluations will be undertaken for the various alternatives as needed.
- e. Crash Data Collection & Analysis

The DEPARTMENT shall evaluate crash data provided by the DEPARTMENT to understand the safety performance within the project area. The CONSULTANT shall consider how the alternatives would impact safety.
- f. Alternative Development & Evaluation

The CONSULTANT will develop and evaluate alternatives and investigate their consequences to allow the Department to select a proposed action.

  - i. Reasonable Alternatives: Each alternative will be developed to an equal level of detail and presented in a plan package. Lanes, shoulders, slope impact limits, right of way requirements, and potential water quality protection measures will be determined for each alternative.
  - ii. Cost Estimates: Conceptual cost estimates will be developed for the alternatives. The cost estimates will quantify items such as pavement, roadway select materials, earthwork, structures, significant drainage facilities, and other design elements as appropriate and apply the Department's current weighted average unit prices. Other items will be

## ARTICLE I

estimated on a percentage basis. Right of way acquisition costs will be determined from the assessed value of impacted property. Engineering and environmental mitigation costs will be estimated on a percentage basis.

g. Engineering Report

The CONSULTANT shall prepare an Engineering Report to document the existing conditions within the corridor, and to summarize the design decisions and engineering details of the proposed action. Any rejected alternatives should also be documented to explain the justification for their rejection.

h. Project Team Meetings

Project team meetings will be held periodically over the course of Part A. These informal meetings will take place when needed to discuss project issues that may include resource constraints, impacts of alternatives, and cost issues. These meetings will involve CONSULTANT and DEPARTMENT staff, but may also include representatives of the City, Rockingham Planning Commission, state or federal agencies, or others as appropriate.

### 2. Environmental Documentation

a. Data Collection

The CONSULTANT shall review relevant data sources to identify all resources present within the Project Area. Resources to be identified include:

i. Water-Based Resources

a) Groundwater: Data regarding aquifers and public water supplies within the study area will be gathered from appropriate sources such as the GRANIT GIS database, NHDES mapping, or municipal mapping. The CONSULTANT will describe these resources and display them on project mapping.

b) Surface Waters: Data regarding existing surface waters and water quality will be gathered and documented. The CONSULTANT will investigate appropriate water quality treatment measures necessary to minimize nutrient impacts on surface waters. This shall include a pavement runoff analysis for Total Nitrogen, Total Phosphate and Total Suspended Solids and volume for the existing condition and the Proposed Action to determine appropriate size and placement of structural Best Management Practices to be shown at the Public Hearing. Assessments of chloride (salt) loadings based on the number of travel lanes for the pre and anticipated Proposed Action shall be conducted and include an analysis of the effects to receiving waters.

Additionally the Consultant shall evaluate: protected sanitary public well radii within the corridor; adhere to the Redevelopment requirements of the MS4 permit issued in

## ARTICLE I

2017; adhere to the 2017 Revised AOT permit requirements, and; evaluate the potential effects on the surface waters and wetlands from construction activities.

- c) Floodplains: FEMA floodplain and floodway information will be gathered from appropriate sources and displayed on project mapping.
  - d) Wetlands: The CONSULTANT will delineate wetlands and determine their functions and values within the study area limits based on state and federal criteria, and will collect field data sufficient to document the delineation. Wetlands will continue to be identified using the 2007 wetland permit numerical designation. If access to private property is required, landowners will be notified by the DEPARTMENT. The CONSULTANT will survey wetland flagging using a GPS unit with sub-meter accuracy. The CONSULTANT will note any unusual features such as invasive species, disturbed areas, or uncommon wetland types such as bogs or vernal pools. If required, the CONSULTANT will identify potential wetland mitigation opportunities either within the project corridor or the surrounding area.
  - e) Stream Crossings: The CONSULTANT will identify all intermittent and perennial stream crossings within the project study limits. The CONSULTANT will determine the watershed size for each crossing and determine the corresponding Tier classification using the USGS Stream Stats tool. The CONSULTANT will perform a Stream Crossing Evaluation accordance with the NHDES Stream Crossing Rules Env-Wt 900 series to aid in determination of a design that meets the NHDES Stream Crossing Guidelines and/or alternative design.
- ii. Land-Based Resources
- a) Soils: Soil series within the study area will be mapped based on existing databases, including the distribution of prime, statewide, local, or unique farmland soils.
  - b) Active Farmlands: Active farmlands will be identified and described.
  - c) Public and Conserved Lands: Publicly owned lands, bicycle and pedestrian trails, and privately conserved lands will be identified.
  - d) Section 4(f) Resources: Parks, historic sites, or other areas subject to Section 4(f) will be identified.
  - e) Section 6(f) Resources: Lands receiving Section 6(f) funds will be identified based on coordination with the NH Department of Resources and Economic Development.
- iii. Wildlife
- a) Wildlife and Habitat: Wildlife resources will be identified with information from the NH Wildlife Action Plan and supplemented as needed by field reconnaissance.

## ARTICLE I

- b) Fisheries: The fisheries resource information will be updated based on coordination with NH Fish and Game and the US National Marine Fisheries Service.
- c) Threatened and Endangered Species: Threatened and endangered species information will be gathered through coordination with the NH Department of Resources and Economic Development, NH Fish and Game Department, and the US Fish and Wildlife Service, as well as field investigations. The CONSULTANT will use the US Fish and Wildlife Service's on-line Information for Planning and Consultation (IPaC) tool for review of identified federally-listed species.
- iv. Cultural Resources (Historic) The CONSULTANT will prepare and submit, through the DEPARTMENT, a NH Division of Historical Resources (NHDHR) Request for Project Review (RPR) that identifies cultural resources in accordance with NHDHR Survey Manuals. Further assessment of the determination of eligibility for the National Register of historic resources will be undertaken in consultation with the Federal Highway Administration and the NH State Historic Preservation Officer (SHPO). The CONSULTANT will conduct all necessary phases of Section 106 public outreach.
- v. Cultural Resources (Archaeology) The CONSULTANT will undertake a Phase 1A investigation to identify areas of archeological sensitivity within the study area. Any sensitive areas that may be impacted by project alternatives may be further investigated with a Phase 1B investigation to determine if resources are present. If archeological resources are identified, further assessment of the determination of eligibility for the National Register and the need for additional archaeological investigations will be evaluated in consultation with the NH State Historic Preservation Officer and the lead Federal agency.
- vi. Social and Economic Resources: The CONSULTANT will update the socio-economic analysis of the regional social and economic resources. The CONSULTANT will identify the socio-economic relationship between the study area transportation/circulation pattern, regional and local municipalities' Master Plans, and the businesses and residents within its immediate influence.
- vii. Noise: The CONSULTANT shall perform, as necessary, tasks required to assess the potential effects on noise levels at receptors adjacent to the project to determine and/or achieve compliance with the FHWA Procedures for Abatement of Highway Traffic Noise and Construction Noise (23 CFR 772) and the DEPARTMENT'S *Policy and Procedural Guidelines for the Assessment and Abatement of Highway Traffic Noise for Type I and Type II Highway Projects* (the Noise Policy).



## ARTICLE I

- viii. Air Quality: The CONSULTANT shall perform, as necessary, tasks required to assess the potential air quality impacts of the project to determine and/or achieve compliance with the State of New Hampshire Air Quality Implementation Plan, and the provisions set forth in the Clean Air Act Amendments (CAAA) and the National Environmental Policy Act (NEPA).
  - ix. Invasive Species: The CONSULTANT will determine the presence of invasive species in conjunction with other project field investigations. General locations and types will be identified within the project limits, but no detailed mapping will be provided.
  - x. Contaminated Properties: A database search will be undertaken to identify areas with records of hazardous materials or contamination. The CONSULTANT will coordinate with the DEPARTMENT's Bureau of Environment's Contamination Program to confirm findings, and will assess measures required to conduct geotechnical investigations within areas of potential contamination. Options for the handling of Limited Reuse Soils identified within the limits of the Proposed Action will be evaluated and reviewed with the DEPARTMENT.
  - xi. Construction Impacts: The CONSULTANT shall perform, as necessary, tasks required to assess the potential construction impacts on the natural, cultural, and socio-economic resources present within the project area.
- b. Agency Coordination
- The CONSULTANT will attend the DEPARTMENT's Natural Resource Agency meetings as needed and coordinate a field meeting, if needed, with the agencies to review resource impacts. The CONSULTANT will also attend the DEPARTMENT's Cultural Resource meetings as needed with the Federal Highway Administration and the NH Division of Historical Resources to discuss scope and findings.
- c. Project Purpose and Need
- The CONSULTANT will develop a formal Purpose and Need Statement for the project consistent with NEPA and other Federal guidelines.
- d. Alternatives Development and Evaluation
- The CONSULTANT will develop a Summary Matrix of the impacts and effects of the reasonable design alternatives for use by the DEPARTMENT and stakeholders to determine the proposed alternative. The alternatives screening and selection process will be summarized in the NEPA Document.

## ARTICLE I

e. Description of Proposed Action

The CONSULTANT will describe the Proposed Action in detail, including location, dimensions, traffic patterns, amenities or facilities such as pedestrian crossings, construction issues, and estimated costs. Conceptual plan, profile, and cross-section views will be included.

f. Environmental Impacts of the Proposed Action

The CONSULTANT will identify resource impacts, potential measures to minimize or mitigate impacts, and possible resource enhancements that could be achieved by the Proposed Alternatives.

The CONSULTANT will perform tasks as outlined in the CONSULTANT'S Scope of Work dated October 3, 2018 (Attachment A), for the following resources/impacts:

- Land Use
- Social and Economic Resources
- Farmlands
- Air Quality
- Noise
- Groundwater Resources
- Surface Water Resources
- Chloride Loading
- Pollutant Loading (TN, TP & TSS)
- Floodplains
- Wetlands
- Wetland Mitigation
- Wildlife/Vegetation/Fisheries
- Threatened or Endangered Species
- Parks/Recreation/Conservation Lands
- Cultural Resources
- Hazardous Materials/Contamination
- Limited Reuse Soils
- Visual Resources
- Environmental Justice (provided by the DEPARTMENT)
- Construction Impacts
- Summary of Impacts

## ARTICLE I

- Environmental Commitments

g. Section 4(f)

If necessary, the CONSULTANT will prepare a Section 4(f) evaluation that complies with applicable federal laws and regulations, including Section 4(f) of the Department of Transportation Act, 23 CFR 774, FHWA's *Section 4(f) Policy Paper*, and other resources as appropriate. The evaluation will include: a description of Section 4(f) resources; a description of any project "use" of the resources; an alternatives analysis, including a least overall harm analysis; measures to minimize harm; coordination activities with NH SHPO, lead Federal agency; and conclusions.

h. Section 6 (f)

Section 6(f) properties will be identified, and potential impacts to 6(f) properties will be quantified. Coordination for use of 6(f) properties will include one field meeting with the Department of Resources and Economic Development and additional coordination activities.

i. Draft Environmental Study/Section 4(f) Evaluation

The Draft Environmental Document will document the resource impacts outlined in Section C.2.f above. The Environmental Document will incorporate, either directly or by reference, the alternatives analysis and conclusions reached in Section C.2.d, above, and in the subsequent selection of the proposed alternative. The document will also identify which environmental permits are required, but the actual permit applications will not be undertaken until final design. The Section 4(f) evaluation, resource reports, agency correspondence, and public meeting summaries will be appended. An administrative Draft will be prepared for review by the DEPARTMENT and the lead Federal agency. After comments are addressed by the CONSULTANT, the Draft Environmental Document will be submitted to the DEPARTMENT, the lead Federal agency, and all other parties as directed, for review. Ten printed copies and 5 CDs of the Draft Environmental Document /4(f) Evaluation will be provided by the CONSULTANT.

j. Final Environmental Study/Section 4(f) Evaluation

Following review of the Draft Environmental Document and comments received at the Public Hearing, the CONSULTANT will meet with the DEPARTMENT and the lead Federal agency to review and address comments as needed. The CONSULTANT will then revise and resubmit the document. It is anticipated one review will be necessary. Ten printed copies of the Final Environmental Document/4(f) Evaluation will be provided to the DEPARTMENT as well as 5 CDs of the document.

## ARTICLE I

### 3. Public Participation

The CONSULTANT shall 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 for public participation and posting to the DEPARTMENT's project webpage, and be available to make presentations and draft meeting minutes. Specific tasks include:

a. Prepare a Public Involvement Plan

The CONSULTANT will prepare a Public Involvement Plan outlining all elements of the tasks listed below. The plan will include a detailed schedule of all activities.

b. Working Group Meetings

The CONSULTANT, in consultation with the Town, will assist the DEPARTMENT in identifying appropriate stakeholders and assembling a working group whose role will be to advise the design team on the development and evaluation of design alternatives. Working group meetings will be held as needed with project stakeholders to review and discuss alternatives and to facilitate local input into important design decisions. The CONSULTANT will prepare any needed informational handouts and presentation materials, will assist with presentations as needed, and will document the proceedings.

c. Public Informational Meetings

Two Public Informational Meetings will be held to involve the public and other interested parties (including any Section 106 Consulting Parties) in the project development process. The first Public Informational Meeting will take place early in the design to facilitate discussion of the reasonable range of design alternatives, while the second Public Informational Meeting will focus on the proposed action and will occur during the NEPA process prior to finalizing the Draft Environmental Document. The CONSULTANT will prepare any needed informational handouts and presentation materials, will assist with presentations as needed, and will document the proceedings.

d. Public Hearing

A formal Public Hearing will be held at the end of Part A for layout of the proposed action and environmental document to include the existing metes and bounds property boundary information. The CONSULTANT will prepare any needed informational handouts and presentation materials, and will assist with presentations as needed. The CONSULTANT will also assist the DEPARTMENT in formally addressing comments received through the public hearing process.

## ARTICLE I

### **D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in US Customary units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:
  - a. Any available electronic topographical mapping within the project area shall be provided along with any pertinent electronic supporting information (survey field notes, ASCII point file, SDR data files, etc.).
  - b. Any additional topographic surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary by the project team will be undertaken and processed by the DEPARTMENT. Incorporation of this information into the topographic baseplan shall be the responsibility of the CONSULTANT.
  - c. 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.
  - d. Electronic drawings in MicroStation format of the existing utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of the preliminary base plans to the DEPARTMENT for submission to and use by the utilities. The CONSULTANT shall be responsible for the incorporation of this utility information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
2. Prints of the following information:
  - a. Any information outlined in Article I.D.1.a thru d. above (electronic information) both existing and proposed, when available, for verification by the CONSULTANT.
  - b. Any additional information not available electronically (e.g., utilities) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
3. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the CONSULTANT's Right-of-Way Boundary (Section C.1.c.) (e.g., existing right-of-way layout per record plans, property lines to a tax map level, parcel owners, title abstracting, etc.) will be provided by the DEPARTMENT in MicroStation format for incorporation into the plans by the CONSULTANT.
4. Plans of prior highway and bridge construction projects within the project limits, as available.

## ARTICLE I

5. The location of all existing and proposed utilities through direct contact with the various utility companies.
6. Geotechnical investigations and recommendations, if available: Electronic files of the Environmental resource data collected in previous studies.
7. Crash data and Safety Analysis within the study area.
8. Ground survey, as needed, within the study area to supplement the digital surface model. The DEPARTMENT will process the raw survey data and incorporate into the digital surface model.
9. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).

### **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 10<sup>th</sup> day of each month.

### **F. SUBMISSION OF REPORTS, PLANS, AND DOCUMENTS**

The submissions shall be as necessary in accordance with the study process and environmental analysis as outlined above. Each submission shall be supplemented with such electronic copies of MicroStation drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts.

## ARTICLE I

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

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

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

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

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

Word Processing:	Microsoft Word 2010 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2010 or NHDOT compatible version
Databases:	Microsoft Access 2003 or NHDOT compatible version

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

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

FTP: Files posted to the DEPARTMENT'S FTP site can be actual size or compressed. Contact the Project Manager for instructions for accessing the FTP site.

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

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

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

## ARTICLE I

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

### **Website Information:**

- a. Website Content: All external NHDOT websites created for this project shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in <https://www.nh.gov/doit/vendor/documents/nh-website-standards.pdf>.
- b. Website Documents: All documents posted to a website created for this project, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. A checklist for document compliance is provided in <https://www.section508.gov/content/build/create-accessible-documents> (go to second link down under "Checklists").

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

### **G. DATE OF COMPLETION**

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part A professional services rendered under this AGREEMENT is September 30, 2021.



ARTICLE II

**ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT**

**A. GENERAL FEE**

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT under this AGREEMENT, an amount equal to the sum of the following costs:

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

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

Direct salary costs are estimated at: \$202,656.83

- 2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending June 30, 2019, 168.493%, shall be used for invoicing for the life of the AGREEMENT.

An overtime premium of one and one half times the direct labor rate for non-exempt employees working beyond the standard 40 hours per workweek may be allowed for special circumstances when approved by the DEPARTMENT in writing in advance. The overhead portion of non-exempt employees' salary rates shall not be adjusted. Engineers are not eligible for overtime premium rates.

Overhead costs are estimated at: \$341,462.57

- 3) A fixed fee amount based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead costs)] for profit and non-reimbursed costs.

The fixed fee is: \$54,411.94

- 4) Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than \$100,000, printing, reproductions and travel not included in normal overhead expenses. The

## ARTICLE II

reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than \$100,000 shall be invoiced as direct expenses and do not require individual invoices.

Direct expenses are estimated at: \$8,502.80

5) Reimbursement for actual cost of subconsultants is estimated as follows:

Doucet Survey, Inc.	<u>\$75,681.42</u>
Harris Miller Miller & Hanson Inc.	<u>\$38,356.88</u>
Independent Archaeological Consulting, LLC	<u>\$8,908.50</u>
Normandeau Associates, Inc.	<u>\$54,059.00</u>
Preservation Company	<u>\$86,909.08</u>
<b>AGREEMENT NOT-TO-EXCEED TOTAL</b>	<b><u>\$870,949.02</u></b>

The amount payable under categories 1), 2), 4), and 5) may be reallocated within the not-to-exceed total upon mutual agreement of the DEPARTMENT and the CONSULTANT. Reallocations shall be properly documented for Final Audit purposes, but do not require a formal amendment.

The total amount to be paid under this AGREEMENT shall not exceed \$870,949.02, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of October 3, 2018), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

### **B. LIMITATION OF COSTS**

1. Costs incurred against this AGREEMENT shall not exceed the total amount specified in Article II, Section A unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the not-to-exceed amount specified in Article II, Section A, and the CONSULTANT agrees to use best efforts to perform the work

## ARTICLE II

specified in the AGREEMENT and all obligations under this contract within this not-to-exceed amount.

3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the not-to-exceed amount specified in Article II, Section A.
4. Changes to the scope of work shall not be considered an authorization to the CONSULTANT to exceed the not-to-exceed amount specified in Article II, Section A.

### **C. 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.

Actual salaries paid and the indirect cost rate shown in Article II, Section A, shall be used until such time as true costs of salary burden and overhead are fixed by Final Audit. At that time, payments shall be adjusted to agree with the indirect cost rates as determined by Final Audit for the period in which the work was performed, as approved by the DEPARTMENT.

### **D. ANNUAL INDIRECT COST RATE SUBMISSIONS**

The CONSULTANT and all subconsultants with a subcontract value of \$200,000 or greater shall submit their audited indirect cost rate and related documents annually for the life of this AGREEMENT as follows:

To comply with the Federal Acquisition Requisitions (FAR), the CONSULTANT'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 Uniform Audit and Accounting Guide for Audits of Architectural and Engineering Consulting Firms (AASHTO Audit Guide).

In addition to the Indirect Cost Rate Audit, CONSULTANTS shall submit the following documentation:

- AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers form with the required attachments.

## ARTICLE II

- Certification of Final Indirect Costs as required pursuant to 23 CFR 172.11 and FHWA Order 4470.1A.
- Complete copy of the CONSULTANT'S annual audited financial statements.
- Analysis of reasonableness of executive compensation as outlined in the AASHTO Audit Guide.
- Cognizant letter, if available.
- A listing of all contracts, with dollar amounts, the CONSULTANT has currently with the DEPARTMENT as a prime consultant or subconsultant.

Annual indirect cost rate submissions are due within 6 months of the CONSULTANT'S fiscal year end and shall be submitted to the DEPARTMENT'S Internal Audit Office electronically to [DOT-InternalAudit@dot.nh.gov](mailto:DOT-InternalAudit@dot.nh.gov) or in writing.

### **E. RECORDS, REPORTS, AND FINAL AUDIT**

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

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

All costs as described in Article II Section A.1 through A.5 are to be determined by actual records kept during the term of the AGREEMENT, which are subject to Final Audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this Final Audit. In no case will any adjustments exceed the not-to-exceed amount specified in Article II, Section A. All Subconsultant costs may also be subject to Final Audit by the STATE and Federal Governments.

## ARTICLE III

### ARTICLE III - GENERAL PROVISIONS

#### A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with the project.

#### B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT.)

## ARTICLE IV

### ARTICLE IV - STANDARD PROVISIONS

#### A. STANDARD SPECIFICATIONS

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

#### B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 5 Dartmouth Drive, Suite 101, Auburn, NH.

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

#### C. EXTENT OF CONTRACT

##### 1. Contingent Nature of AGREEMENT

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

##### 2. Termination

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

## ARTICLE IV

performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

### **D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS**

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

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

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,

## ARTICLE IV

2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the DEPARTMENT to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section A, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

### **E. ADDITIONAL SERVICES**

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

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

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

### **F. OWNERSHIP OF PLANS**

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



## ARTICLE IV

approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

### **G. SUBLETTING**

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, land surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$50,000. For subconsultant contracts with no risk, e.g., archaeology, cultural resources, data gathering, traffic counting etc., professional liability insurance shall not be required. Subconsultants completing field exploration for geotechnical, hazardous materials/environmental, and subsurface exploration shall also have pollution liability insurance coverage not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

### **H. GENERAL COMPLIANCE WITH LAWS, ETC.**

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

### **I. BROKERAGE**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any

## ARTICLE IV

other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### J. CONTRACTUAL RELATIONS

#### 1. Independent Contractor

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

#### 2. Claims and Indemnification

##### a. Non-Professional Liability Indemnification

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

##### b. Professional Liability Indemnification

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

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

#### 3. Insurance

##### a. Required Coverage

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

1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and

## ARTICLE IV

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

## ARTICLE IV

### **K. AGREEMENT MODIFICATION**

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

### **L. EXTENSION OF COMPLETION DATE(S)**

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

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

#### **COMPLIANCE**

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

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.

## ARTICLE IV

- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
  - (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States

## ARTICLE IV

Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

### **N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS**

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

### **O. DOCUMENTATION**

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

### **P. CLEAN AIR AND WATER ACTS**

If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders, or requirements

#### ARTICLE IV

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

# ATTACHMENT A

PORTSMOUTH  
29640  
SCOPE OF SERVICES  
7/16/18 – REV4 – 10/03/18



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

PORTSMOUTH  
29640

US 1 IMPROVEMENTS

PART A  
SCOPE OF WORK

## LOCATION AND DESCRIPTION OF PROJECT

The intent of the project is to study improvements to two sections of US 1 in the City of Portsmouth, NH and develop and evaluate alternatives that will improve the safety and operational deficiencies along the corridor for all types of users, as well as to provide safe and efficient access to abutting properties. The two sections that will be evaluated are located approximately from Constitution Drive to Wilson Road, and from Ocean Road to White Cedar Drive.

## SCOPE OF WORK

Tasks to complete this include:

### **1.0 DATA COLLECTION**

- **Preliminary Engineering**

As described in Article I of this contract, unless noted below:

- **Data Collection**

Stantec will visit the site to confirm survey data and gain a better understanding of the project area. Stantec will review all collected data and information provided by the DEPARTMENT to serve as a basis for the alternatives analysis.

- **Topographic Survey and Base Plan Preparation**

Per Article I.

- **Right-of-Way Boundary Preparation**

Per Article I, except as follows:

- The CONSULTANT shall complete a boundary survey of US Route 1, beginning approximately 500 feet south of the Ocean Road intersection, and ending approximately 500 feet north of the Wilson Road intersection. Public side streets at intersections within this corridor will have boundary survey completed for approximately the first 100 feet from the intersection with US Route 1. Property



side lines of abutting parcels will be approximated within the limits of the boundary survey.

- o The field survey will locate all observable appropriate monumentation within the corridor.
- o The ROW plans will be created by a licensed PLS.
- o See also attached Scope of Work from Doucet Survey.

➤ **Traffic Data Collection**

Stantec will be responsible for collecting and providing traffic data, including updated traffic counts, recent accident records and supporting the development of future year traffic projections required for the design of this project. Stantec will request any traffic data already available from the DEPARTMENT prior to collecting new data.

Stantec will coordinate the procurement of intersection turning movement counts (TMC) for the eight study area intersections. The TMCs will be collected between 7am-9am and 4pm-6pm on a typical weekday. Cars, trucks, bicycle and pedestrian volumes will be collected as part of the TMCs.

Stantec will coordinate the procurement of Automatic Traffic Recorder (ATR) daily volume counts for 48 hours, with volume, speed and vehicle classification at two intersections for a total of 8 ATR locations. The ATR's will be used to conduct signal warrant analysis at two intersections, locations to be determined during the development of the project.

➤ **Crash Data Collection**

Per Article I.

• **Environmental Documentation**

Per Section 4.0 Environmental Permitting.

• **Material Furnished by Department of Transportation**

The DEPARTMENT will furnish the data described in Article I of this contract to Stantec. In addition, the DEPARTMENT will furnish:

- Geotechnical information related to developing and designing the conceptual BMPs, as well as determining the extent of any required ledge removal.
- If deemed necessary, additional topographic survey data will be provided, based either on limits of work or changed conditions in the field.
- The DEPARTMENT will provide pavement recommendations.

- Highway lighting changes necessitated by the roadway widening, intersection improvements and realignment will be completed by the DEPARTMENT and provided to Stantec. Relocated or new lights will be shown on the project plans and sections as provided by the DEPARTMENT. Details will be provided under Part B.
- Stantec will incorporate ITS elements as required by the DEPARTMENT. The DEPARTMENT will provide type, location, and estimated quantities and costs for any ITS elements required. Details will be provided under Part B.
- If overhead sign structures are required, the DEPARTMENT will provide preliminary locations for the purposes of determining any ROW or environmental impacts. No design of the structures or foundations are anticipated as part of this contract.

## 2.0 ALTERNATIVES ANALYSIS

- **Alternative Development and Evaluation**

Up to three unique corridor alternatives will be developed and analyzed. Horizontal and vertical alignments will be developed for each of the three.

Stantec shall analyze horizontal and vertical controls (including sight lines, skew, superelevation, etc.), identify critical cross-sections, establish trial grades, identify traffic control plan options, and identify potential environmental concerns for the three alternatives as described below.

The expectation is that the previously completed Corridor Study will be utilized as a starting point for the alternatives development.

### **Typical Section Study**

Along the overall US 1 corridor, Stantec will conduct a typical section study, which will include elements of a five-lane section, full bike paths and sidewalks, and a raised median island. Stantec anticipates up to 5 unique typical sections will be created along the length of the corridor for each alternative. Additional typical sections may be necessary at the intersections. These typicals will be developed and reviewed as part of the intersection design.

### Intersection Alternatives

Stantec will develop up to three alternatives for each of the eight corridor intersections:

- Ocean Road/Longmeadow Road
- Lang Road
- Heritage Ave/Robert Ave
- Constitution Ave
- Springbrook Circle/Southgate Plaza
- West Road/Hoover Drive
- McKinley Road
- Wilson Road

The intersection alternatives are intended to look at revised lane configurations due to the corridor work, potential signals at the unsignalized intersections, and accommodations for bike and pedestrian facilities. It is not anticipated that significant work on any of the side streets will be required, beyond possible turn lanes and the termination of sidewalks or bike lanes if necessary. Roundabouts or other significant departures from the existing configurations are not anticipated.

### Traffic Analysis

Stantec will be responsible for the analysis of traffic data to determine lane needs (permanent and during construction), intersection level-of-service (present, intermediate, and future), expected average and peak arrival storage queue lengths, signal warrants (temporary and permanent), coordination of successive signals, impact to safety of the corridor, etc. Operational analysis will be performed for an intermediate year of 2020 and a future design year of 2040. Stantec will use the Synchro traffic capacity analysis software (Version 10) to conduct the traffic analysis.

Stantec will provide an assessment of the traffic data, will determine factors for background growth and seasonal adjustments. Stantec will prepare the future design volumes. Traffic volumes will be projected to the year 2020 and 2040, using appropriate background traffic growth rates and accounting for specific development projects. Specific information on planned development projects that may affect future traffic volume projections will be researched and added to future traffic volume networks (if necessary).

Crash data analysis supplied by the DEPARTMENT will be utilized by Stantec in evaluating intersection and alignment alternatives.

### **Stormwater BMP Analysis and Design**

The City of Portsmouth is an MS4 community. Therefore, all impervious areas within the project limits must be treated. Stantec will assume the worst case (highest amount of impervious surface) alternative when developing a plan to treat the stormwater within the corridor.

Drainage analysis at the alternatives phase will consist of delineating contributory areas, conceptual BMP grading and layout, and determining feasibility of conveying the necessary stormwater runoff to and from the proposed BMPs. Pre and post comparisons will be developed for the corridor, and preliminary calculations for groundwater recharge requirements will be completed. Pipe sizing, grate capacity and outlet protection calculations are not included at this phase of the design. They will be included with the Slope and Drain submission drainage book.

Stantec will provide the conceptual design of up to nine permanent water quality Best Management Practices (BMPs) that will be sited along the US 1 project corridor. This is roughly three per half mile of roadway. It is anticipated that the nine BMPs will collectively treat the full impervious area within the project limits. The BMPs will be sized in accordance with design criteria noted in the Alteration of Terrain (AoT) administrative rules, as well as in the NH Stormwater Manual (Volume 2, December 2008). The intent of the proposed BMPs is to treat runoff associated with the water quality volume (WQV) from the maximum area of impervious roadway surfaces, to the extent practicable, within the constraints of the project site. A pollutant loading analysis will only be prepared if the BMPs cannot accommodate the WQV from 100% of the impervious surface within the project area. If required, the pollutant loading analysis will need to demonstrate that the BMPs will remove 80% of the average annual load of Total Suspended Solids and 50% of the average annual load of Total Phosphorous from the first flush runoff associated with 100% of the impervious surface area within the project limits. It is anticipated that the BMPs may require additional Right-of-Way (ROW) in order to treat the full impervious area of the project. One or more of the BMPs may be underground systems due to ROW constraints.

Up to four of the BMP locations may be located outside project limits, if the required treatment volume cannot be achieved within the project footprint. The DEPARTMENT will provide the necessary ROW, additional survey, and geotechnical information to support these proposed BMPs.

### **Alternatives Analysis and Recommendation**

Stantec shall develop conceptual alternatives to meet the project intent while considering the ROW, environmental, and potential economic constraints. Stantec shall then submit the conceptual alternatives to the DEPARTMENT for their review and concurrence. The Alternatives submission shall clearly indicate the critical horizontal and vertical controls used in establishing each alternative.

Alternatives Submission: The conceptual alternatives developed will be submitted as part of the Alternatives Analysis. They will be developed as described in Article I and per the DEPARTMENT's Pre-Preliminary Design Submission Checklist. Deliverables for each alternative will include:

- Concept plans and profiles, top line typical sections, impact limits
- Design Calculations with a brief design narrative for each alternative (including Excel Files, if available)
- Conceptual Construction Cost Estimate with a quantity calculation book in Excel format
- Outstanding Issues or Concerns

Each of the alternatives will be scored and summarized in a comparison matrix, providing a quantitative analysis of the options for making a recommendation. Alternatives will be scored on a series of criteria which will be established in conjunction with the DEPARTMENT. These criteria will include items such as safety, multimodal accommodations, traffic flow, etc... The matrix will account for cost, and the scoring criteria will be weighted to reflect the DEPARTMENT's priorities developed as a part of the Purpose and Need statement. Stantec shall use the matrix to make a recommendation with qualifying statements justifying preferred alternative(s) to meet the project's Purpose and Need statement.

### **3.0 SELECT PREFERRED ALTERNATIVE**

A preferred alternative will be chosen based on the Alternatives Analysis and Recommendation. This alternative and process will be documented as part of an Engineering Report as described in Article I. Preliminary Design plans will be submitted as part of the Engineering Report. Electronic copies (PDF) of the Preliminary Submission will be provided, including plans, narratives, estimates, schedules, etc. The following submittal will be in accordance with the DEPARTMENT's Design Manual. Unless otherwise noted, submittals will include four sets of plans and 2 sets of the supporting documents (calculations, estimates, etc.), along with an electronic set of the drawing files.

Preliminary Submission: A preliminary submission will be made to further define the preferred alternative alignments and design components, following the acceptance of the Engineering Report. The submission will reflect updated pre-preliminary plans based on DEPARTMENT comments. The submission will be developed as described in Article I and per NHDOT's Preliminary Design Submission Checklist. Deliverables will include the following:

- Preliminary plans, profiles, 50-foot interval as well as critical and side road cross sections (top line), and typical sections of all roads impacted.
- Intersection plans showing pavement layout and lane use.
- Design Calculations with a design narrative (including Excel Files, if available).
- Traffic control concept plans and identification of potential impacts beyond the ROW. These will be used at the initial Traffic Control Meeting.
- Proposed Right-of-Way layout with bounds.
- Major utility impacts identified.
- Develop geotechnical request for borings related to stormwater BMPs. The results will be utilized to refine and confirm feasibility of the BMP design during the Slope and Drain phase.
- Construction Cost Estimate with a quantity calculation book in Excel format
- Construction Schedule
- Outstanding Issues or Concerns

Stantec shall follow the latest NHDOT CAD/D requirements, including submittal of the most current 3D design model.

#### **4.0 ENVIRONMENTAL PERMITTING**

The Stantec Team will collect, document and analyze environmental data in support of preparation of a NEPA Document in accordance with Article I. The Alternatives Analysis and Selection of Preferred Alternative as outlined in Sections 2.0 and 3.0 will be summarized in the NEPA Document. See attached scopes of work from Normandeau Associates (NAI), Preservation Company, Independent Archaeological Associates (IAC), and HMMH for a more detailed discussion of additional specific resources and the environmental impacts of the Proposed Action.

- Stantec will prepare and submit a Request for Project Review to the DEPARTMENT and NHDHR.
- Stantec will prepare and submit the e106 documentation with the reports and findings of the historic and archaeological investigations.

- Stantec will obtain FEMA floodplain and floodway information and display it on project mapping. Any potential impacts will be documented.
- It is assumed that the DEPARTMENT will provide Stantec with language for insertion into the NEPA document regarding Social and Economic Resources.
- Stantec will assess the potential construction impacts on the natural, cultural, and socio-economic resources present within the project area.

Potentially Contaminated Soils:

- **Database and Historical Review for Contaminated Sites** - Stantec will complete a review of the New Hampshire Department of Environmental Services (NHDES) OneStop database for contaminated sites within 1,000 feet of the Project. Additionally, Stantec will engage a third-party vendor such as Environmental Data Resources (EDR) to complete a search of environmental databases in the vicinity of the Project. A search for available Sanborn® Fire Insurance Maps and historical aerial photographs will also be completed. Stantec will review database and historical information to determine whether contaminated sites likely to impact the Project are identified. For the purposes of this authorization, we have presumed that point source impacts within the Project Limits will not be implicated. If the results of screening do indicate possible point source impacts, additional investigation and/or preparation of a site-specific soil and groundwater management plan (SGMP) may be required. Completion of investigation and/or preparation of a site-specific SGMP are not included in this scope of work. The need for these will be documented in the NEPA commitments, with the work to be completed under the Final Design Phase of the project.
- **Site Screening and RASCAL Data Entry** — Stantec will complete a preliminary site walk to observe the entire corridor to identify properties with the obvious potential to have impacted the Project. Following the project team's identification of properties likely to be impacted by ROW acquisition, Stantec will return to complete a more detailed site screening for those properties. The screening will include a site visit to observe the exterior of each property from publicly accessible areas. Information on the conditions of the site visit, current use of the property, observed potential sources of contamination, and observed potential receptors will be recorded. Additionally, photographs of each ROW-impacted parcel will be taken to document conditions during the site visit. The RASCAL database will be updated with information collected during the site screening. For the purposes of

this scope of work, we presume that up to 40 parcels may require site screening and RASCAL updates.

- o **Limited Reuse Soils (LRS)** - Stantec will evaluate potential LRS quantities for the preferred alternative and review the project area to determine if any excess limited reuse soils can be maintained on site. Quantities that exceed the anticipated on-site storage volume will be developed. Stantec will work with the Department and City to determine if there is adequate storage at a nearby off-site location. The City and Department will lead the effort to find potential off-site locations, with input from Stantec. The site will be identified prior to the NEPA documentation phase so it can be included in the NEPA process. The site will be located within one-mile of the project area and 1 acre or less in size.

## 5.0 SLOPE AND DRAIN

The Preliminary Design plans prepared in accordance with Section 3.0 will be advanced through the Slope and Drain submission under this contract. Stantec will conduct a site visit prior to starting the Slope and Drainage portion of the project to review potential changes to existing conditions and the feasibility of the proposed design. Roadway Slope and Drain Plans will be developed to a 60% level to determine limits of work and impacts. Final Design is not included. Electronic copies (PDF) of the Slope and Drain Submission will be provided, including plans, narratives, estimates, schedules, etc. The following submittals will be in accordance with the DEPARTMENT's Design Manual and the DEPARTMENT's Slope and Drain Design Submission Checklist. Unless otherwise noted, submittals will include four sets of plans and 2 sets of the supporting documents (calculations, estimates, etc.), along with an electronic set of the drawing files.

Deliverables will include the following:

- Plans, profiles, cross sections (with complete template), and typical sections (showing drainage system, BMP design, right-of-way lines, and easements).
- Traffic Control Plans as necessary to support a Traffic Control Committee meeting presentation. These will be in near final form, showing temporary slopes, barrier, easements, drives, detours and cross sections. Narratives for each phase will be included.
- Design Calculations with a design narrative
- The submittal shall include the design and analysis of closed drainage systems, ditches/swales and stormwater BMPs. Tasks include:
  - Drainage Design Narrative



- Pre- and Post-Development HydroCAD Analyses for the 2-, 10- and 50-year storm events
- Drainage Area Delineation by Soil Type
- Time of Concentration Flow Paths
- BMP Grading
- Ditch/Swale Design/Grading.
- Outlet Control Structure Design
- WQV/WQF and GRV Calculations
- Pre- and Post-Development Drainage Area Delineation Plans with Soil Types
  - Pipe Sizing Design and Analysis
  - Hydraulic Grade Line Analysis
  - Gutter Flow Analyses for Pavement Drainage
  - Outlet Protection Sizing
  - Closed System Drainage Area Delineation Plan
- Construction Cost Estimate with a quantity calculation book in Excel format
- Develop full geotechnical request for project, including any remaining stormwater BMP related needs, foundations for mast arms, etc. The intent is for a full report to be prepared for start of the Part B portion of the project.
- Construction Schedule
- Outstanding Issues or Concerns

Stantec shall follow the latest NHDOT CAD/D requirements, including submittal of the most current 3D design model.

#### **6.0 PRELIMINARY PS&E DEVELOPMENT**

No work this Contract.

#### **7.0 CONTRACT DOCUMENTS**

No work this Contract.

#### **8.0 PROJECT MANAGEMENT**

---

##### **Meetings**

Stantec shall attend review and coordination meetings with the DEPARTMENT. Assume a total of 30 meetings will be required, as follows:

- Kick-off Meeting
- 2 Coordination Meetings with City and Department
- 4 Working Group Meetings
  - 1 – Blank Slate/Project Kickoff

- 2 – Alternatives Discussions
- 1 – Preferred Alternative
- 3 Public Informational Meetings
  - Blank Slate
  - Alternatives Discussion
  - Preferred Alternative Presentation
- 3 Public Hearing Related Meetings
  - Pre-Public Hearing Preparation Meeting with Department (Dry Run)
  - Public Hearing
  - Finding of Necessity Meeting
- 3 Design Review Meetings
  - Alternatives Submission Review
  - Preliminary Review Meeting
  - Slope and Drain Review Meeting
- 3 Contaminated Soils Related Meetings
  - Contaminated Sites/Database Review
  - RASCAL Screening
  - LRS
- 2 Natural Resource Coordination Meetings
  - Introduce the Project
  - Project Impacts and NEPA Commitments
- 4 Cultural Resource Meetings
  - Introduce the Project
  - Project Impacts
  - Potential Mitigation
  - Miscellaneous
- 1 Traffic Control Committee Meeting (DEPARTMENT to present, with presentation materials provided by Stantec)
- 4 Additional Coordination Meetings with the DEPARTMENT

Stantec will prepare agendas in advance of the meetings and conference reports/minutes to document the meetings.

#### **Coordination and Progress Reporting**

Stantec shall provide the following throughout design:

- Develop and maintain a design schedule with monthly updates
- Monthly invoicing and progress reports
- Project schedule and project cost management

#### **Public Participation**

- a) Prepare a Public Involvement Plan

Per Article I.

b) Working Group Meetings

Four working group meetings are assumed. The first is as a blank slate/project kickoff format. The next two will discuss and refine potential alternatives. The final one will be to discuss the preferred alternative, prior to the third Public Informational Meeting.

Stantec will prepare plans/presentations for these meetings. Presentation material will be similar to that to be presented at the Public Informational Meetings.

It is anticipated that the meeting preparation will include development of flyers or small newsletters to detail the project status, upcoming schedule, and other information relevant to the Working Group.

c) Public Informational Meetings

Per Article I.

d) Public Hearing

Stantec will prepare all necessary presentation materials for the Public Hearing. Updated ROW information will be provided by the DEPARTMENT. The layout will be verified/confirmed by Stantec for use in the preparation of the Hearing Plan and ROW layout plans. The DEPARTMENT will conduct the Public Hearing, with Stantec's support regarding specifics of design. A transcript of the Public Hearing will be completed by the DEPARTMENT.

**WORK SCHEDULE AND PROGRESS REPORTS**

As described in Article I of this contract.

**GENERAL PROJECT ASSUMPTIONS**

These assumptions have been prepared based on a meeting with the DEPARTMENT to better define the scope of services. The assumptions are as follows:

Administration:

- Contract execution and Notice to Proceed is anticipated by January 15, 2019.
- The contract completion will occur within approximately 30 months following the Notice to Proceed.
- This contract is a Part A contract. It does not include Final Design, Bidding, or Construction Phase Services.
- The contract deliverables will include a final NEPA document as well as Slope and Drain level design submission.

- Bluebeam Software will be utilized with submittals.
- It is anticipated that work will involve ROW impacts. Potential impacts will be identified as part of the NEPA documentation, but any acquisition work will be included in the Part B contract.
- Assume that the DEPARTMENT will do all coordination with communities and property owners, with Stantec's support regarding specifics of design.
- Assume that the DEPARTMENT will conduct all public meetings as are necessary with Stantec's support regarding specifics of design.
- The DEPARTMENT will manage utility coordination. There is no utility plan submission in this contract.
- The project will be developed in Imperial/English units.
- Stantec will conduct two field reviews of the site. The first will take place prior to the start of concept development, and the second prior to the Slope and Drain phase. They do not include lifting of covers or grates, or other investigations of buried or hidden elements. It is assumed the work will be conducted without the use of police details. No expenses are carried within the scope of work for police details.
- Assume all meetings are held at the DEPARTMENT in Concord, except the Working Group, Public Informational Meetings and Public Hearing, which will be held in Portsmouth.

Technical:

- Stantec will confirm/identify the location of any transit stops within the limits of work. Existing transit stops will be maintained/replaced. There are no new stops planned.
- Assume that Stantec is responsible for the highway traffic control development, based on data and policy and/or guidance provided by the DEPARTMENT. If data is unavailable, the DEPARTMENT will either provide additional data or direct what constraints such as work hours, lane widths, etc. to use.
- Assume that a warrant analysis will be performed on up to two currently unsignalized intersections as part of the traffic analysis.
- Assume that a hydraulic analysis of a major culvert will not be required for this project. The existing drainage facilities along the corridor consist of multiple limited-closed-systems-with-small-outlets, and there are no known stream crossings beneath US 1 within the project corridor.
- Plan sheets will be created at 50 scale. Signal plans will be at 20 scale.

**SCHEDULE**

This is 30-month contract. Stantec shall submit the Final Deliverables on or before July 15, 2021. A work schedule with individual task-by-task durations and deliverables is provided herein as Attachment B.

--END--

Attachments

- Attachment A – Subconsultant Scopes of Work
- Attachment B – Schedule
- Attachment C – Fee Matrix
- Attachment D – Anticipated Drawing List

Attachment 1

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

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

Stantec Consulting Services Inc.  
(Company)

By: William Z Moore

Sr. Principal  
(Title)

Date: December 19, 2018

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

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

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

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

*Attachment 2*

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

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

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

December 19, 2018  
(Date)

  
(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Senior Principal and duly-authorized representative of the firm of Stantec Consulting Services Inc., and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

December 19, 2018  
(Date)

William J. Phoo  
(Signature)




**CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION**

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

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

except as here expressly stated (if any):

1/2/19  
(Date)

  
(Signature)

*Attachment 5*

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

By: [Signature]

SL Associate

Dated: December 19, 2018

CONSULTANT

By: [Signature]

Sr Principle  
(TITLE)

Dated: December 19, 2018

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

\_\_\_\_\_

Dated: 1/2/19

THE STATE OF NEW HAMPSHIRE

By: [Signature]

Director of Project Development

for DOT COMMISSIONER

Dated: 1/2/19

Attorney General

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

Dated: 1/22/2019

By: [Signature]  
Assistant Attorney General

Secretary of State

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

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Secretary of State

**OFFICER'S CERTIFICATE**  
of  
**STANTEC CONSULTING SERVICES INC.**  
A NEW YORK, CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Corporate Counsel** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").
2. On **June 15, 2018**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.
2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;
3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

**Bill Moore** is a **Senior Principal** of the Corporation, and in that capacity is duly authorized to sign a *Contract* in accordance with the Corporation's Signing Authority Policy in connection with the following project:

**State of New Hampshire Department of Transportation**  
**Agreement for Professional Services**  
**Portsmouth X-A004 (221)**  
**29640 (Part A)**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 19 day of December 2018.

  
William J. Edwards, Corporate Counsel

Corporate Seal



# State of New Hampshire

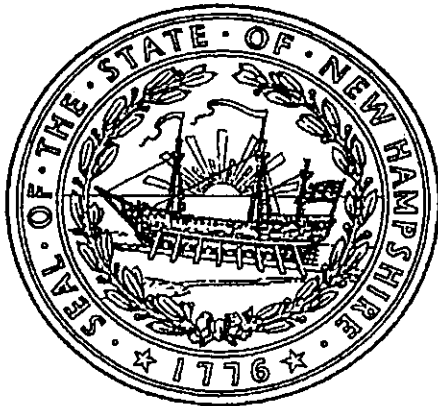
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STANTEC CONSULTING SERVICES INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 09, 2006. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 557168

Certificate Number : 0004158423



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of July A.D. 2018.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)

12/18/2018

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

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

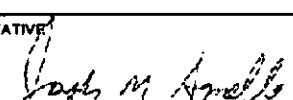
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED 1415077 STANTEC CONSULTING SERVICES, INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044 AUBURN, NH - 1953	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Company	16535
	INSURER B: Travelers Property Casualty Co of America	25674
	INSURER C: American Guarantec and Liab. Ins. Co.	26247
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 15785992 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO0246172	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2018 5/1/2018 5/1/2018	5/1/2019 5/1/2019 5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	AUC9184637	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2018 5/1/2018	5/1/2019 5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CLIENT PROJECT X-A004(221) AND 29640 PORTSMOUTH US 1 IMPROVEMENTS, US ROUTE 1 (LAFAYETTE ROAD) IN THE CITY OF PORTSMOUTH. THE FIRST EXTENDS APPROXIMATELY FROM CONSTITUTION AVENUE TO WILSON ROAD, AND THE SECOND EXTENDS APPROXIMATELY BETWEEN OCEAN ROAD AND WHITE CEDAR DRIVE. THE STATE OF NEW HAMPSHIRE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b> 15785992 NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION JOHN O. MORTON BUILDING 7 HAZEN DRIVE, PO BOX 483 CONCORD NH 03301-0483	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2019

12/18/2018

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

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

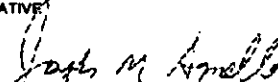
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1414100 STANTEC CONSULTING SERVICES, INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044 AUBURN, NH - 1953	<b>INSURER A:</b> Lloyds of London	
	<b>INSURER B:</b> AIG Specialty Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 15785994                      **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. INFCT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXX MED EXP (Any one person) \$ XXXXXXX PERSONAL & ADV INJURY \$ XXXXXXX GENERAL AGGREGATE \$ XXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXX
A	Professional Liab	N	N	GLOPR1801673 NO RETROACTIVE DATE	10/1/2018	10/1/2019	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CLIENT PROJECT X-A004(221) AND 29640 PORTSMOUTH US I IMPROVEMENTS. \$75,000 DEDUCTIBLE APPLIES TO THE PROFESSIONAL LIABILITY PER THE CONTRACTUAL REQUIREMENT.

<b>CERTIFICATE HOLDER</b> 15785994 NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION JOHN O. MORTON BUILDING 7 HAZEN DRIVE, PO BOX 483 CONCORD NH 03301-0483	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---