



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Rail & Transit
 June 25, 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 the firm of Alta Planning + Design, Inc., Cambridge, MA, Vendor #286265, for an amount not to exceed \$284,230.00, for the development of a Statewide Pedestrian and Bicycle Transportation Plan, effective upon Governor and Council approval, through February 28, 2020. 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, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

04-96-96-962515-2944	<u>FY 2019</u>	<u>FY 2020</u>
SPR Planning		
046-500464 Consultants-Gen Consultants Non-Benefit	\$165,000.00	\$119,230.00

EXPLANATION

The Department requires professional engineering and planning consulting services to develop a Statewide Pedestrian and Bicycle Transportation Plan and Limited Economic Impact Study to assess pedestrian and bicycle transportation infrastructure, practices, policies and needs and to identify opportunities for improvement. The Plan will develop guidance and provide direction to expand safety and access for pedestrian and bicycle use of the State's transportation network. The Plan will identify significant pedestrian and bicycle networks and barriers throughout the State, evaluate opportunities for improved non-motorized connectivity to meaningful destinations, including transit connections. The Consultant will review the current NH Statewide Bicycle and Pedestrian plan and related policies, NHDOT long range and performance based planning documents, a sampling of regional and local bicycle and pedestrian plans and master plans, and public input data on transportation priorities; inventory existing conditions around the State for pedestrian and bicycle transportation safety and accommodation; develop a vision, goals, objectives, and performance measures for advancing walking and bicycling for transportation in New Hampshire; conduct a public involvement process that includes efforts such as listening sessions around the state, a project website, social media outreach, collaboration with regional planning commissions and metropolitan planning organizations, surveys, focus groups, and public presentations of draft and final documents; consult with a project steering committee, including NHDOT staff and NHDOT Complete Streets Advisory Committee (CSAC) members; develop a plan for implementing the vision, goals, objectives and performance measures identified; conduct an Economic & Community Impact Study for pedestrian and bicycle transportation in New Hampshire; and develop a short video summarizing the Economic Impact Study findings.

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 the Development of a Statewide Pedestrian and Bicycle Transportation Plan and Economic Impact Study. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on March 10, 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 April 27, 2017 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on August 28, 2017 through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on October 5, 2017 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, 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 six consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm

Alta Planning + Design, Inc.
Fitzgerald & Halliday, Inc.
Howard Stein & Hudson
TEC
Toole Design Group
Weston & Sampson, Inc.

Office Location

Cambridge, MA
Hartford, CT
Boston, MA
Hampton, NH
Boston, MA
Manchester, NH

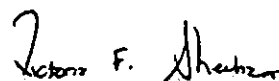
The firm of Alta Planning + Design, Inc. was recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services. Background information on this firm is attached.

Alta Planning + Design, Inc. has agreed to furnish the required services for an amount not to exceed \$284,230.00. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and planning services to be furnished.

This Agreement (Development of a Statewide Pedestrian and Bicycle Transportation Plan and Economic Impact Study 41694) 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: Development of a Statewide Pedestrian & Bicycle Transportation Plan & Economic Impact Study

DESCRIPTION: The NH Department of Transportation is proposing the development of a Statewide Pedestrian and Bicycle Transportation Plan (Plan) and an Economic and Community Impact Study (Study) to assess pedestrian and bicycle transportation infrastructure, practices, policies and needs and identify opportunities for improvement. The following tasks are being considered as components of the Plan & Study: Reviewing the current NH Statewide Bicycle and Pedestrian plan and related policies, NHDOT long range and performance based planning documents, a sampling of regional and local bicycle and pedestrian plans and master plans, and public input data on transportation priorities; Inventorying existing conditions around the State for pedestrian and bicycle transportation safety and accommodation; Developing vision, goals, objectives, and performance measures for advancing walking and bicycling for transportation in New Hampshire; Conducting a public involvement process that includes efforts such as listening sessions around the state, a project website, social media outreach, collaboration with regional planning commissions and metropolitan planning organizations, surveys, focus groups, and public presentation of draft and final documents; Consulting with a project steering committee, including NHDOT staff and Bicycle & Pedestrian Transportation Advisory Committee (BPTAC) members; Reviewing existing policies and practices considering safe accommodation for people walking and bicycling in the planning, scoping, design, construction and maintenance of NHDOT-funded projects, and recommending best practices where appropriate; Developing a plan for implementing the vision, goals, objectives and performance measures identified; Conducting an Economic & Community Impact Study for pedestrian and bicycle transportation in New Hampshire; Developing a short video summarizing the Economic Impact Study findings. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services and previous experience with the planning, design and management of multimodal planning projects. This effort will require Professional Engineering licensure in the State of NH. The contract is anticipated to be a cost-plus-fixed-fee with an anticipated duration of 18 months.

Services Required: BRDG, RDWY, ENV, HIST, HYD, PINV, TRAF

SUMMARY

Alta Planning & Design	1	1	2	1	1	1		7
Fitzgerald & Halliday, Inc.	3	3	3	3	3	2		17
Toole Design Group	2	2	1	2	2	3		12

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	W E I G H T	Alta Planning & Design	Fitzgerald & Halliday, Inc.	Toole Design Group
Comprehension of the Assignment	20%	20	15	18
Clarity of the Proposal	20%	20	12	19
Capacity to Perform in a Timely Manner	20%	19	17	18
Quality & Experience of Project Manager/Team	20%	19	16	19
Previous Performance	10%	9	8	8
Overall Suitability for the Assignment	10%	19	7	8
Total	100%	96	75	90

Ranking of Firms:

1. Alta
2. Toole
3. FH1

Rating Considerations	Scoring of Firms			
	W E I G H T	Alta Planning & Design	Fitzgerald & Halliday, Inc.	Toole Design Group
Comprehension of the Assignment	20%	18	14	17
Clarity of the Proposal	20%	18	14	17
Capacity to Perform in a Timely Manner	20%	17	16	18
Quality & Experience of Project Manager/Team	20%	17	14	15
Previous Performance	10%	8	8	8
Overall Suitability for the Assignment	10%	8	8	8
Total	100%	86	74	82

Ranking of Firms:

1. Alta
2. Toole
3. FH1

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	W E I G H T	Alta Planning & Design	Fitzgerald & Halliday, Inc.	Toole Design Group
Comprehension of the Assignment	20%	18	17	17
Clarity of the Proposal	20%	18	16	18
Capacity to Perform in a Timely Manner	20%	16	17	18
Quality & Experience of Project Manager/Team	20%	18	17	18
Previous Performance	10%	7	7	7
Overall Suitability for the Assignment	10%	8	8	8
Total	100%	85	82	86

Ranking of Firms:

1. Toole Design Group
2. Alta Planning & Design
3. FHI

Rating Considerations	Scoring of Firms			
	W E I G H T	Alta Planning & Design	Fitzgerald & Halliday, Inc.	Toole Design Group
Comprehension of the Assignment	20%	20	17	18
Clarity of the Proposal	20%	18	18	18
Capacity to Perform in a Timely Manner	20%	18	18	19
Quality & Experience of Project Manager/Team	20%	20	17	20
Previous Performance	10%	9	9	9
Overall Suitability for the Assignment	10%	9	8	9
Total	100%	94	77	93

Ranking of Firms:

1. ALTA
2. Toole
3. FHI

Rating Considerations	Scoring of Firms			
	W E I G H T	Alta Planning & Design	Fitzgerald & Halliday, Inc.	Toole Design Group
Comprehension of the Assignment	20%	19	15	18
Clarity of the Proposal	20%	19	16	18
Capacity to Perform in a Timely Manner	20%	20	17	17
Quality & Experience of Project Manager/Team	20%	20	16	18
Previous Performance	10%	10	6	8
Overall Suitability for the Assignment	10%	10	6	9
Total	100%	98	76	88

Ranking of Firms:

1. ALTA
2. Toole
3. FHI

Rating Considerations	Scoring of Firms			
	W E I G H T	Alta Planning & Design	Fitzgerald & Halliday, Inc.	Toole Design Group
Comprehension of the Assignment	20%	20	18	18
Clarity of the Proposal	20%	19	18	17
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	19	18	18
Previous Performance	10%	9	9	8
Overall Suitability for the Assignment	10%	10	10	10
Total	100%	95	91	87

Ranking of Firms:

1. ALTA
2. FHI
3. Toole



Phil Goff, LEED AP

Project Manager



Phil brings nearly 20 years of trail studies, pedestrian and bicycle facility design and active transportation master planning at a variety of scales to the team. As manager of Alta's Cambridge office and New England Planning Leader, he merges his passion for multi-modal streetscapes and sustainable transportation planning, with his keen ability to effectively manage a diverse set of complex projects. Phil uses his architecture and urban design background to design and manage master planning projects for state DOTs, regional agencies and municipal public works departments. A native to New Hampshire, Phil remains passionate about making New England's cities and towns more lively, walkable, bike-friendly and sustainable places.

EDUCATION

Master of Architecture
in Urban Design,
University of Oregon,
1998

Bachelor of Architecture,
Syracuse University,
1991

PROFESSIONAL HIGHLIGHTS

Alta Planning + Design,
2009–

Goody Clancy and
Associates, 2005–2009

City of Portland Bureau
of Planning, 2001–2004

Crandall/Arambula PC,
1998–2001

Adjunct Faculty – Master
of Urban and Regional
Planning, Portland State
University, 2003–2004

NHDOT LPA Certified,
2016

ADVOCACY LEADERSHIP

Founding Board
Member, LivableStreets
Alliance

Founder and Chair, East
Arlington Livable Streets
Coalition

RELEVANT EXPERIENCE

RHODE ISLAND STATEWIDE BICYCLE AND PEDESTRIAN PLAN

Alta is part of a multi-disciplinary team writing a Long Range Transportation Plan for the Rhode Island Division of Statewide Planning. Our role is to lead the Bicycle Mobility Plan (BMP) component, a ten-month effort to be completed in early 2018. As the BMP lead, Alta is managing a complex set of tasks related to the development of a statewide bicycle network based on a thorough existing conditions assessment and gap analysis. Phil is serving as Project Manager.

EMPIRE STATE TRAIL, NY

This \$200 million project is the largest state multi-use trail in the US. Alta led the effort to document the existing on- and off-street alignments that make the trip from New York City to the Adirondacks and from Albany to Buffalo possible on bicycles and by foot. Phil is serving as Senior Project Planner.

ADDITIONAL RELEVANT EXPERIENCE:

- Portsmouth, NH Citywide Safe Routes to School Travel Plan and Maplewood Avenue Corridor Design
- Hampton, NH Townwide Safe Routes to School Travel Plan
- Dover, NH Rt 108 Corridor Study
- Meredith/Laconia, NH WOW Trail Feasibility Study
- Keene, NH Cheshire Rail Trail Loop Project
- PACTS Ped-Bike Facility Design Guide
- Portland, ME W Commercial St Corridor Plan
- Scarborough, ME Oak Hill District Pedestrian Plan
- South Portland, ME Main Street/Rt. 1 Corridor Design
- University of Vermont Campus Active Transportation Plan
- Quechee Village, VT Ped-Bike Safety Plan
- Northampton, MA Ped-Bike Comprehensive Plan and Sidewalk Accessibility Study
- Pioneer Valley, MA Bike Share Feasibility Study
- Greenfield, MA Complete Street Prioritization Plan
- Ashland, MA Upper Charles Trail Routing Study
- Brookline, MA Emerald Necklace Route 9 Redesign
- Boston/Cambridge, MA Bike Share Site Planning & Permitting
- Charles River Basin, MA Connectivity Study Plan
- Woonsocket, RI Downtown Walkability Plan
- Providence, RI Bike Share Feasibility Study
- Waterbury, CT Greenway Master Plan
- Naugatuck River, CT Greenway Master Plan

**DEVELOPMENT OF A STATEWIDE
PEDESTRIAN AND BICYCLE
TRANSPORTATION PLAN AND
ECONOMIC IMPACT STUDY
41694**

TABLE OF CONTENTS

PREAMBLE

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED	2
A. DESCRIPTION OF SERVICES.....	2
B. SCOPE OF WORK.....	2
C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION.....	3
D. WORK SCHEDULE AND PROGRESS REPORTS	3
E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS.....	3
F. DATE OF COMPLETION	5
ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT	6
A. GENERAL FEE.....	6
B. SUMMARY OF FEES	8
C. LIMITATION OF COSTS	8
D. PAYMENTS.....	9
ARTICLE III - GENERAL PROVISIONS	10
A. HEARINGS, ETC.....	10
B. CONTRACT PROPOSALS	10
ARTICLE IV - STANDARD PROVISIONS	11
A. STANDARD SPECIFICATIONS	11
B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS.....	11
C. EXTENT OF CONTRACT	11
1. Contingent Nature of Agreement	11
2. Termination.....	11
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS.....	12
E. ADDITIONAL SERVICES.....	13
F. OWNERSHIP OF PLANS	13
G. SUBLETTING.....	14
H. GENERAL COMPLIANCE WITH LAWS, ETC.....	14
I. BROKERAGE.....	14
J. CONTRACTUAL RELATIONS.....	15
1. Independent Contractor.....	15
2. Claims and Indemnification	15
3. Insurance	15
4. No Third-Party Rights.....	16
5. Construction of Agreement.....	16
K. AGREEMENT MODIFICATION.....	16
L. EXTENSION OF COMPLETION DATE(S).....	16
M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE	17

N.	DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS	18
1.	Policy.	18
2.	Disadvantaged Business Enterprise (DBE) Obligation.....	19
3.	Sanctions for Non-Compliance.	19
O.	DOCUMENTATION	19
P.	CLEAN AIR AND WATER ACTS	19

ATTACHMENTS

- A. **Approach to the Scope of Work** Prepared by Alta Planning + Design, Inc. dated February 5, 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

s:\highway-design\towns\statewide\41694 sw ped-bike\agreement\sw ped-bike 41694 alta 2018 final.docx

**DEVELOPMENT OF A STATEWIDE
PEDESTRIAN AND BICYCLE
TRANSPORTATION PLAN AND
ECONOMIC IMPACT STUDY
41694**

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 12 day of August 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 Alta Planning + Design, Inc., with principal place of business at 711 SE Grand Avenue, in the City of Portland, State of Oregon, and a local branch office at 722 Cambridge Street, in the City of Cambridge, State of Massachusetts, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to develop a Statewide Pedestrian and Bicycle Transportation Plan and Economic Impact Study to assess pedestrian and bicycle transportation infrastructure, practices, policies and needs and identify opportunities for improvement.

The DEPARTMENT requires professional engineering and planning services for the preparation of detailed documents for this project. These services are outlined in the CONSULTANT'S Scope of Work (Attachment A) dated February 5, 2018 and Fee Proposal dated February 28, 2018, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. DESCRIPTION OF SERVICES

This project involves the development of a Statewide Pedestrian and Bicycle Transportation Plan and limited Economic Impact Study. The Plan will develop guidance and provide direction to expand access and safety for pedestrian and bicycle use of the State's transportation network. The Plan will identify significant pedestrian and bicycle networks and barriers throughout the State, evaluate opportunities for improved non-motorized connectivity to meaningful destinations, including transit connections.

B. SCOPE OF WORK

1. Conduct a public involvement process that includes public hearings, a project website, social media outreach, surveys, and public presentation of draft and final documents.
2. Inventory of existing pedestrian and bicycle accessibility along the State's highways and identification of additional needs and priority areas.
3. Analysis and summary of the Department's pedestrian and bicycle accommodation policies, processes, practices and outcomes to identify their alignment with FHWA guidance regarding pedestrian and bicycle access, convenience and safety. This analysis shall include a review of the Department's current project development process and a list of recommended process improvements that will better integrate or facilitate pedestrian and bicycle access, convenience and safety and may include an evaluation of the adequacy of Department staffing and funding to meet existing and future State and FHWA requirements and equitably meet existing and future transportation demands.
4. Coordination with the NH Regional Planning Commissions, Statewide and regional walking and bicycling organizations, the NHDOT Complete Streets Advisory Committee (formerly the NHDOT Bicycle and Pedestrian Transportation Committee) and other transportation stakeholders to identify local, regional, and statewide issues and concerns related to non-motorized access and safety.
5. Development of performance measures to continually evaluate and more effectively integrate non-motorized transportation access, convenience and safety into NHDOT transportation planning and design toward advancing pedestrian and bicycle mode share.
6. Analysis of the economic and community impact of non-motorized transportation along New Hampshire's highways including expenditures for non-motorized transportation and the

ARTICLE I

benefits of non-motorized accessibility and mobility, including environmental, energy, health and sustainability benefits.

7. Production of a video with a maximum duration of 15 minutes explaining the financial and community impacts, which may include social impacts of non-motorized transportation in the State.

- ~~8. Production of a Statewide Pedestrian and Bicycle Transportation Plan that is consistent with~~
the professional quality expected of a statewide plan and highlights the Department's role in planning for increased accessibility to the highway network. The Plan shall effectively inform other identified stakeholders (e.g. planners, road designers, project managers and construction and maintenance personnel) as to how to plan, promote, design, construct and maintain meaningful pedestrian and bicycle accessibility improvements into the State's transportation network.

C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

Any available applicable data, including prior studies and reports mentioned in the scope of work, if requested.

D. WORK SCHEDULE AND PROGRESS REPORTS

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

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

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

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

During the prosecution of this AGREEMENT, the CONSULTANT shall prepare and submit to the DEPARTMENT separate deliverables as described hereinafter.

The CONSULTANT, with each deliverable, shall submit a brief transmittal describing the deliverable. In addition, the transmittal shall include anticipated or outstanding issues and the

ARTICLE I

CONSULTANT'S recommendation. All issues shall be noted as to whether the CONSULTANT feels the issue is within the scope of work described in Article I.

All plan drawings, including size of sheets, lettering, symbols and scale of said drawings, shall be in conformance with the requirements and standards of the DEPARTMENT. Electronic documents shall be delivered to the DEPARTMENT according to the following formats:

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

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

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

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

Word Processing:	Microsoft Word 2010 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2010 or NHDOT compatible version
Databases:	Microsoft Access 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), ESRI ArcGIS (*.mxd) 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,

F. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional engineering and planning services rendered under this AGREEMENT is February 28, 2020.

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 (except ~~as otherwise herein provided~~) 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. A list of those personnel working on the project with their classifications and current salary rates shall be submitted to the DEPARTMENT for approval. The rates of any additional personnel working on the project, if any, shall require written approval of the DEPARTMENT prior to working on the project. The CONSULTANT shall submit classifications and rates for any additional personnel a minimum of 14 days prior to using the additional personnel.
*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.
2. Costs which are directly applicable to the salaries, salary burden, and direct and indirect costs, including administration costs. These costs may be applied to only straight time salary extensions where overtime is employed. These amounts shall be based on actual costs to the CONSULTANT for such items during the period of the AGREEMENT and those allowable in accordance with the applicable cost principles contained in Federal Acquisition Regulations Subpart 31.2 and Subpart 31.105. Further, any overtime required for this project shall have the prior written approval of the DEPARTMENT.
3. A fixed fee amount as shown in Article II, Section B for profit and non-reimbursed costs.
4. Reimbursement for direct expenses, including work performed by other parties, such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

ARTICLE II

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in the following paragraph and in Article II, Section C.1. All Subconsultant costs may also be subject to audit by the ~~STATE and Federal Governments.~~

The total amount to be paid under this AGREEMENT shall not exceed \$284,230.00, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of February 28, 2018), except by agreement of all parties made after supplemental negotiations. 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; 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.

All salaries and increases thereof paid to technical or other employees assigned to this project shall be the result of a company-wide evaluation of all employees and shall not be restricted to employees assigned to this project.

If, in the opinion of the DEPARTMENT, any salary or increase thereof of engineering or technical personnel assigned to this project is unreasonable, it shall notify the CONSULTANT of its opinion with regard thereto and request the CONSULTANT to justify said salary or increase thereof. In the event that the CONSULTANT furnishes justification satisfactory to the DEPARTMENT for said salary or increase thereof, then such salary or increase thereof shall be approved as a payroll expense.

The DEPARTMENT shall have the right to exercise the power of review and approval of salary increases thereof, for a period of thirty (30) days after the submission of a monthly invoice by the CONSULTANT. Unless the DEPARTMENT notifies the CONSULTANT in writing during the thirty-day period that such salary increase thereof is, in its opinion, unreasonable, such lack of notice shall constitute approval of said salary increase thereof from the first day of the preceding month.

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

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

ARTICLE II

all reasonable times during the contract period and for three (3) years from the date of final voucher payment for examination by the STATE and copies thereof shall be furnished if requested.

B. SUMMARY OF FEES

The STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation the following:

-
- a. ~~Actual CONSULTANT'S salaries*~~, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead, the sum of which is estimated at \$162,534.55. For billing purposes, salary burden and overhead costs are currently estimated at 189.70% of actual salaries.
 - b. A fixed fee to cover profit and non-reimbursed costs at \$16,253.45.
 - c. Reimbursement for direct, out-of-pocket expenses estimated at \$3,390.00.
 - d. Reimbursement for actual cost* of subconsultants estimated as follows:
 - Resource Systems Group, Inc. \$48,721.00.
 - Economic Development Research Group, Inc. \$41,331.00.
 - Nesson Media Boston, Inc. \$12,000.00.

NOTE: See Article IV.G – SUBLETTING for subconsultant Professional Liability Insurance information.

The actual amount payable under each category (a), (c) and (d) is only estimated and shall be changed only upon mutual agreement of the DEPARTMENT and CONSULTANT.

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

C. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed \$284,230.00 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 cost set forth under Article II, Section A, and the CONSULTANT agrees to use his best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.
4. Change orders issued under this contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

ARTICLE II

D. PAYMENTS

Payments on account of services rendered under this AGREEMENT shall be made as follows:

1. Monthly payments on account may be made upon written request of the CONSULTANT. Detailed vouchers shall include certification of manhours of effort by employee classification and actual salaries and other costs incurred accompanied by satisfactory evidence of work performed during the period. ~~Actual salaries paid and percentage factor shown in Article II,~~ Section B, part (a) as well as for all approved subconsultants, including those listed in part (d) of Section B, shall be used until such time as true costs of salary burden and overhead are fixed by audit. At that time, payments shall be adjusted to agree with the percentage factors as determined by audit for the period in which the work was performed, as approved by the DEPARTMENT. The fixed fee shall be invoiced during the billing period based upon the overall percent complete of the project's scope of work as approved by the DEPARTMENT.
2. The CONSULTANT shall submit a final voucher upon completion of services required by this AGREEMENT, which includes any unbilled portion of the allowable costs or fixed fee and adjustments, if necessary, for audited actual costs and deliver all required plans, documents and records.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT.)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT.)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, Standard Plans for Road and Bridge Construction of the DEPARTMENT, guidance from FHWA and the American Association of State Highway and Transportation Officials (AASHTO) 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 722 Cambridge Street, Cambridge, Massachusetts.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for

ARTICLE IV

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,
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

ARTICLE IV

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 B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

ARTICLE IV

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

ARTICLE IV

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

ARTICLE IV

shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and

4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

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

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that 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

ARTICLE IV

completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

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

COMPLIANCE

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

- (1) **Compliance with Regulations:** The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

ARTICLE IV

- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY 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.

ARTICLE IV

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

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

ATTACHMENT A

Approach to the Scope of Work

February 5, 2018

The following approach to the Scope of Work is based upon Alta Planning + Design's understanding of NHDOT's needs and our experience with successfully completing other statewide pedestrian and bicycle plans and economic-impact studies.

Task 1. Public Engagement

We propose the following tasks to ensure a broad array of input from NHDOT staff, the Complete Streets Advisory Committee (CSAC), Regional Planning Commission staff/committees, key stakeholders, advocacy groups and the general public. The core of our approach is to facilitate community workshops in all Executive Council Districts, while at the same time providing additional opportunities using our "meeting in a box" concept and through a variety of electronic methods.

Task 1.1 – Project Advisory Committee Meetings

Alta's Project Manager will lead regular meetings with the NHDOT's appointed Project Advisory Committee (PAC), which likely overlaps with the CSAC. In advance of each meeting, Alta will prepare a Project Status Report that identifies the work completed in the past 1-2 months and to be completed in the following month. The meetings will be held every month or every other month (up to nine meetings maximum) and are intended to provide the opportunity for committee members to 1) review draft materials, 2) prepare for public meetings and 3) provide input at key inflection points in the roughly 12 month-long planning process. The initial kick-off meeting is intended to introduce key members of the Alta team and to ensure a full understanding of the roles of NHDOT staff, PAC members and the consultant team. The agenda will include a refinement of the planning project's approach, scope of work and schedule. We will also identify the available data and data needs, along with a round-robin exercise to better-understand committee members' vision and goals for walking and on-road bicycling in the Granite State.

Task 1.2 – Stakeholder Meetings

The Alta team will facilitate meetings with a variety of stakeholders, including the CSAC, Transportation Advisory Committees (TAC) from all nine RPC's, and statewide and regional advocacy groups. **Task 1.2 is explained in more detail in Task 4.**

Task 1.3 – Statewide Public Meetings

The Alta team will facilitate six (6) public meetings for this project. This includes one evening meeting in each of the five Executive Council Districts, including: Lincoln (D-1), Keene (D-2), Portsmouth (D-3), Manchester (D-4) and Nashua (D-5). These five meetings will be held at roughly the mid-point of the planning effort and within a 2-3 week period. At these meetings, the Alta team will present an overview of the planning effort, state the plan's goals, summarize the gap analysis and assessment of current policies and programs, and solicit community input. The input will help inform the policy, project and program recommendations in Tasks 2 and 3. The proposed sixth public meeting will be a final presentation of the plan's draft recommendations, likely at NHDOT headquarters in Concord. To increase participation and input at the final meeting in Concord, Alta can set up the meeting in a webinar format to encourage participation from the general public throughout the state. For all meetings, the locations, agenda and webinar link (for meeting #6 only) will be posted to the project webpage at least two weeks in advance of the meeting.

Task 1.4 – Public Meeting in a Box

To facilitate additional input and participation in all corners of NH, we will develop a “meeting in a box” kit that can be used by local municipalities and/or advocates to solicit additional feedback beyond the six listed in Task 1.3. The kit will include electronic copies of meeting flyers, maps, input prompts and other handout materials for use at the public meeting site, along with a slide deck that will be tailored for the individual community. We will promote the “meeting in a box” concept to the RPC’s and provide any necessary input or training at their TAC meetings, described in Task 4.2. It will be the expectation that local municipal or RPC staff will produce written meeting notes and provide them to NHDOT and the Alta team.

Task 1.5 – Electronic-based Community Input

The Alta team’s electronic-based community input approach will include:

- **Project website:** Alta will develop the project website as a stand-alone site with a separate, and easy-to-remember, URL (e.g.: www.nhwalkbikeplan.org) that is purchased by Alta and held for a two-year period. The page will be linked to NHDOT’s web site and promoted by the agency. It will feature a “comment here” button, include a calendar of upcoming events, and serve as a repository of publicly accessible draft materials (e.g. slide presentations from public meetings, maps and draft technical memoranda). Alta will design the web site’s architecture and develop its content (written materials and graphics) and seek approval from NHDOT before the site is made available to the public.
- **Online survey and input map:** We will include a link to an on-line survey that queries opinions about statewide and regional walking and bicycling concerns. The project web site will also include an on-line mapping input tool to collect public feedback on issues, obstacles, opportunities and preferred walking and on-road bicycling routes across the state. Alta’s online input map will allow users to add route and point-based comments and view other people’s comments in real time. Results from both the survey and on-line input map will be used to inform the team’s analysis and planning efforts.
- **Social media strategy:** Our strategy incorporates a project Facebook page and Twitter handle (for meeting announcements and links to materials and blogs), along with an Instagram account. For the latter, we will encourage residents to post photographs of critical problem areas in their community and/or ped/bike-related elements they like from elsewhere to their accounts and tag them with “@nhwalkbikeplan.” Alta will review photographs and other input in order to learn more about problem areas across NH and to help determine where to focus gap analysis and connectivity recommendations.

Task 1 Deliverables: Agendas and meeting minutes for all PAC, project web site, stakeholder and public meetings; graphic summaries of feedback collected through the online survey and input map (likely to be placed in the plan’s appendix)

Task 2. Existing Conditions Assessment

Task 2.1 – Data Collection and Base Mapping

Using the state’s GIS data, along with field work and on-line map programs, the Alta team will inventory and map the current network of shared use paths, along with pedestrian and bicycle facilities along state highways and other local arterial/collector routes. Besides on-line investigations, field work may include half-day windshield tours of key roadway corridors to be completed in conjunction with the Alta team’s trips to the various regions of the state to attend the RPC meetings described in Task 4.2. To supplement the shapefiles showing existing facilities, we will reach out to NHDOT and representatives from the nine RPCs to become aware of relevant projects under construction, currently funded, or in the planning stages but did not make the cut during the GACIT process. Existing Conditions base maps will be developed and submitted to NHDOT for review and approval. NHDOT will provide one set of comments/edits on the maps, and Alta will revise the map(s) to address those

edits. Additional changes to the base maps will only be made if to reflect the addition of any new large-scale projects that are unexpectedly approved by the state or federal government during the course of this project.

Task 2.2 – Gap Analysis

Based on the existing conditions inventory of shared use paths and pedestrian/bicycle facilities described above, the Alta team will conduct a gap analysis. Through a mix of statewide and inset maps, we will illustrate gaps in the shared use path network, and along state highways and key roadways that hamper walking and bicycling between communities (i.e. state roadways or primary arterial roads that run within municipal boundaries; local streets and collector roadways will not be included in the team's analysis). Each of the individual gaps will be mapped and placed into a table that describes characteristics related to the surrounding context, length of corridor, lane configuration and width, presence of shoulder or parking, traffic volume/speed, mix of heavy vehicles and pavement quality, if known. The table can also indicate whether the designated gap is within or adjacent to areas with high levels of poverty and/or with many non-English speaking households. Both the technical and equity-related characteristics will be used subsequently to prioritize the recommendations.

Task 2 Deliverable: Technical Memorandum #1 which includes an assessment of existing conditions and features base maps with the state's shared use paths, key pedestrian and bicycle infrastructure and the key gaps that reduce connectivity for walkers and cyclists.

Task 3. Summary of Policies and Programs

Task 3.1 – Analysis of Policies and Project Development Process

Team member RSG has deep experience with NHDOT's current pedestrian/bicycle-accommodation policies and project development process and is well-situated to perform a critical analysis and to suggest revisions. The revisions will be intended to improve efficiency and to better incorporate pedestrian and bicycle-related design elements and safety features into a given roadway or bridge project. Suggested revisions will also ensure consistency with current and future FHWA guidelines, including an evaluation of NHDOT staffing and funding so that project review meets existing and future demand for transportation facilities.

Task 3.2 – Four E's Programs for Walking and Bicycling

The Alta team will also review the state's encouragement, education, enforcement and evaluation programs (the four, non-engineering "E's") and through input from NHDOT, stakeholders and others, determine their efficacy. After developing a compendium of the four E's programs designed to induce more walking and bicycling in New Hampshire, we will also develop a table of Best Practices from other state DOT's and pedestrian and bicycle-friendly cities. After coordination with NHDOT staff and the PAC, we will develop a list of changes to existing programs and preferred new walking and bicycling programs.

Task 3 Deliverable: Technical Memorandum #2 that includes an analysis of current policies and programs to increase walking and bicycling, and recommendations related to improvements to NHDOT's project development process.

Task 4. Transportation Stakeholder Meetings

Task 4.1 – NHDOT Complete Streets Advisory Committee (CSAC)

We anticipate that the Project Advisory Committee (PAC) appointed to oversee this planning effort will overlap significantly with the CSAC, or perhaps be one-in-the same. In either case, we propose to meet with the PAC and/or the CSAC monthly or every-other-month for the duration of the project (see Task 1.1 for additional detail).

Task 4.2 – RPC Transportation Advisory Committee and Advocate Meetings

The Alta team places high value in understanding the opportunities and challenges of walking and bicycling in all regions of the state not only from the general public, but from advocates and planning/engineering professionals as well. As such, we will facilitate meetings with the Transportation Advisory Committees (TAC) from all nine RPC's, along with statewide and regional advocacy groups. These meetings will allow us to solicit feedback on the direction of the statewide planning project and to better-understand current efforts to plan for, and promote, walking and bicycling in all regions. At least one member of the Alta team will attend the nine TAC meetings in person, with one or two more connecting by teleconference call. In order to save on travel costs and to make for a more coordinated and lively discussion, we will work with the RPC's to invite key advocates and other stakeholders who are not already part of their respective regional TAC.

Task 4 Deliverables: For all Task 4 meetings, we will provide a meeting agenda, relevant handouts and will submit meeting minutes to NHDOT.

Task 5. Performance Measures and Network Recommendations

Task 5.1 – Bicycle Level of Traffic Stress Analysis

Our team understands that the quality of walking and on-road bicycling facilities has a strong impact on usage. The safer and more comfortable people feel, the more likely they are to walk and bike. Alta will use existing conditions data to complete a Bicycle Level of Traffic Stress (BLTS) analysis to assess the state's current progress towards an on-road bicycling network for a wide variety of ages and abilities. Our methods are adapted from the 2012 Mineta Transportation Institute (MTI) Report 11-19: *Low-Stress Bicycling and Network Connectivity*. The approach outlined in the MTI report uses roadway network data—including posted speed limit, the number of travel lanes, and the presence and character of bikeways—as a proxy for bicyclist comfort level. Road segments will be classified into one of four levels of traffic stress based on these factors, with BLTS 1 being the most tolerable for novice riders and children and BLTS 4 assigned to roads in which only experienced and highly confident bicyclists are comfortable riding on. Through this analysis, we will identify clusters of low-scoring BLTS roadways that will ultimately form the backbone of the “all ages and abilities” network. We will also supplement MTI's methods with one developed by Oregon DOT which is appropriate for more rural contexts. Combined, the resulting analysis will provide a comprehensive and context sensitive assessment of roadway conditions throughout New Hampshire.

In conjunction with the BLTS, we will also conduct a pedestrian/bicycle safety analysis that springs from the mapping of high-crash frequency intersections and corridors. The analysis will identify common crash profiles within the state, and the roadway contexts in which they most frequently occur, providing insight into the factors associated with crashes. Based on the analysis, we will recommend appropriate safety countermeasures (both engineering and enforcement solutions).

Task 5.2 – Performance Measure Recommendations

Our team will identify key performance measures and prioritization criteria that best help the state meet its goals for ped/bicycle connectivity, safety and mode share. We will follow best practices as described in FHWA's *Guidebook for Developing Pedestrian and Bicycle Performance Measures*, as well as best practices from other states. Example measures that may be considered for the Pedestrian and Bicycle Transportation Plan could include:

- Percent of resident population within walking or bicycling distance to a rail trail or greenway
- Reduction in annual crashes involving walkers or bicyclists per capita
- Changes to walk or bicycle mode share over time
- Number of miles of the state's shared use path network or miles of bike lanes
- Increases in the number of participants in bicycling or running events

Task 5.3 – Evaluation Criteria and Recommended Bicycle Network

In order to evaluate the various policy, program and project recommendations for the plan, we will work with NHDOT staff and the PAC to develop evaluation criteria. The criteria will build from the state and community's vision and goals developed early in the process, and will likely include: need/demand for facility, safety impact, connection to other sidewalks/bikeways, promotes diversity of user groups, linkage to key destinations, community support, cost, ease of implementation and potentially others. These criteria will be used to evaluate, score and rank pedestrian and bicycle facility recommendations that will arise from the Task 2.2 gap analysis. These project recommendations will include a mix of sidewalks, on-street bike facilities, shared use paths and bridge improvements in order to enhance connectivity between communities and to key destinations such as schools, parks, commercial areas and public transit stops and routes.

Task 5 Deliverables: Technical Memorandum #3 that includes a summary of Alta's BLTS analysis and maps, the safety analysis and conclusions and performance measure recommendations. The memo will also include a detailed map of the connectivity recommendations and an evaluation table to help with prioritization.

Task 6. Economic Impact Analysis

The Alta team will illustrate the value of New Hampshire's non-motorized transportation system by estimating the infrastructure's ability to 1) attract jobs, tax revenue, and tourist spending; 2) support bicycle and pedestrian-oriented businesses; 3) increase the value of adjacent properties; and 4) generate transportation, health, environmental, and safety benefits to users. Illustrating these benefits will foster a deeper understanding among the state's residents, elected officials, and public agencies of the contributions that existing and future investments in non-motorized transportation provide to local communities and the state's economy. The analysis will be divided into five elements:

- **Economic Impacts of Capital Investment, Operations and Maintenance (O&M).** Capital and O&M investments in non-motorized transportation contribute to the state's economy through labor income, purchase of related goods and services (i.e. concrete, asphalt, design and engineering services, etc.), and the downstream impacts associated with these expenditures. For example, income paid to workers is re-spent in the form of purchases for food, clothing, housing, entertainment, and other discretionary spending. Led by EDR, the team will measure and translate these impacts into permanent and temporary jobs, business sales, and tax revenue.
- **Expenditures on Bicycle- and Pedestrian-oriented Businesses.** To fully take advantage of the state's shared use path system and on-road bicycle routes requires appropriate equipment, supplies, and services, such as tires, shoes, snacks, and repairs. To quantify the economic contributions provided by local shared use path users (and visitors to the state's Complete Streets communities) to bicycle and pedestrian-oriented businesses, we will leverage EDR's Info-group database license and up to six supporting interviews to document spending by detailed industry classifications of New Hampshire businesses.
- **Tourism Impacts.** In addition to local use, the Granite State's shared use paths, scenic roadways and Complete Streets communities attract a substantial number of bicycling visitors, who spend money at restaurants, hotels, and other businesses. This helps to support tourism-related jobs across the state. Our team will survey event participants, on-road bicycle riders, and visitors to the state's most walkable and bikable communities to better understand the local and non-local spending patterns. The survey responses will be benchmarked with existing spending profiles from the NH Department of Business and Economic Affairs, Division of Travel and Tourism.

- **Benefits of Non-Motorized Travel (Travel Cost Savings, Health, Environment, Safety).** Using Alta's customized Active Transportation Impact Model, we will analyze the impacts of non-motorized transportation on *transportation expenditures* (e.g., household, congestion, and roadway maintenance), *residents' health* (e.g., physical activity levels, risk of disease, and healthcare costs), *environmental pollution* (e.g., CO₂ and criteria pollutant emissions), and *traffic safety* (e.g., risk of collision and injury). The foundation for the analysis will be sketch-level bicycle and pedestrian demand estimates from available counts, household travel survey, and ACS data. The resulting impacts will be quantified in monetary terms and compared to existing transportation, health, environmental, and safety needs.
- **Property Values.** The general relationship between a shared use path or separated bicycle lane and adjacent property values is well-documented in recent academic journal articles. To better understand this effect in New Hampshire, we propose conducting 20 informal interviews with real-estate agents, brokers, and assessors across three municipalities to be determined by NHDOT. Consolidated responses will be used to establish the "premium" associated with the proximity of residential properties to premium walk/bike infrastructure. Interviewees will be asked to identify specific examples of sales that include a price premium (in % or dollar value terms) for proximity to shared use paths.

(Note: The Alta team will use the economic modeling software IMPLAN to quantify the primary and secondary impacts of non-motorized transportation. The IMPLAN economic model estimates the "multiplier effects" of additional economic activity associated with supplier purchases and employee spending. Members of the Alta team are nationally recognized experts at applying the IMPLAN model, which is the most widely-used economic impact analysis package in the U.S. The team's budget includes the purchase of IMPLAN's proprietary database and associated software needed to conduct the analysis of economic impact of tourist spending.)

Task 6 Deliverables: Technical memorandum #4 that summarizes the economic impact analysis and potential benefits of enhanced walking and bicycling infrastructure.

Task 7. Walking and Bicycling in the Granite State Video

The Alta team will develop an approximately ten-minute video intended to explain the benefits that an improved environment for walking and on-road bicycling could have on the state. The outline is likely to include, but not limited to:

- interviews with New Hampshire public officials and walking/bicycling/trail advocates
- footage from some of the statewide public meetings
- commentary from experts in the mobility, environmental or public health fields
- animations intend to display key statistics related to the benefits of walking and bicycling, particularly related to economic development and property values
- footage from communities in NH and throughout North America that provide examples of positive economic and social impact of creating a more walkable/bikable community (e.g. downtown Portsmouth, Keene's path system, Cambridge MA or Madison WI)

In order to capture a wider range of audiences and those with limited patience or time, we will also develop a 60-90 second abridged version intended for social media posts and/or for those less interested in watching the full-length "feature". For either version, the team will aim for maximum impact, to create a short film that helps community members, stakeholders and decision makers understand the importance of walking and bicycling and perhaps inspire some level of action: from the individual—motivating someone to walk to work—to the

collective—encouraging a business to install indoor bike parking—and to the institutional—helping convince a Mayor to support a complete streets reconstruction project.

Task 7 Deliverables: Ten-minute feature video and abridged version that highlights the varied benefits of improved conditions for walking and bicycling in New Hampshire

Task 8. Statewide Walking and Bicycling Plan Report

With the completion of Tasks 1-7, the Alta team will merge the four Technical Memoranda into a single Statewide Pedestrian and Bicycle Transportation Plan report. The professional-quality report will be informed by our team's experience developing pedestrian and bicycle plans for cities, regions and in more than ten states. The report will emphasize the role that NHDOT and its partner state and regional agencies can do to promote a more-accessible state highway and local network of key collector and arterial roads. The plan will be intended for use by a multitude of key stakeholders including state/local planners, NHDOT project engineers, contractors, maintenance personnel and community and advocacy groups to help plan, construct and maintain a statewide transportation network that encourages walking and bicycling. To facilitate this, the Alta team will provide design guidelines for walking and on-road bicycling infrastructure based on the commonly-accepted manuals, our team's collective experience and best practices from elsewhere.

Task 8 Deliverables: Draft and final versions of the Statewide Pedestrian and Bicycle Transportation Plan report. NHDOT's Project Manager or the PAC Chair will be responsible for consolidating comments, from which Alta will provide up to two (2) revised versions of the Draft before issuing an electronic version of the final report and executive summary with accompanying maps, diagrams and appendices.

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.

Alta Planning + Design, Inc.

(Company)

By: 

Vice President, as duly authorized

(Title)

Date: 8/12/18

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

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

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

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

Attachment 2

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

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

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

8/12/18

(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Vice President and duly-authorized representative of the firm of Alta Planning + Design, 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.

8/12/18

(Date)



(Signature)

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of Aeronautics, Rail and Transit 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):

9/17/18
(Date)


(Signature)

Attachment 5

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

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

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

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

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

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]
Logan Stewart

Dated: 8/12/18

CONSULTANT

By: [Signature]
Vice President, as duly authorized
(TITLE)

Dated: 8/12/18

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: 9/17/18

THE STATE OF NEW HAMPSHIRE

By: [Signature]
DOT COMMISSIONER

Dated: 9/17/18

Attorney General

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

Dated: 9/21/18

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

I, **Natalie Lozano**, am the duly elected Corporate Secretary of Alta Planning + Design, Inc., and acting in my representative capacity hereby certify the Joint Shareholder and Board Resolution as set forth below, was adopted by unanimous written consent of the Shareholders and Directors acting jointly on December 31st, 2017 and has not been revoked or amended and remains in full force and effect as of the date following my signature below.

Dated January 1, 2018

By:


Natalie Lozano, Corporate Secretary

RESOLUTION SIX

Election Of Carolyn Sullivan As Vice-President, And Authorities And Chief Financial and Administrative Officer And Member Of The Board

NOW, THEREFORE, BE IT HEREBY RESOLVED, that Carolyn Sullivan is hereby elected and appointed to serve as a **Vice-President and Chief Financial and Administrative Officer** of the Company to serve until resignation or a successor is duly elected or appointed and is empowered with only such authority as to bind the Company for transactions for professional services provided by the Company to clients of the Company and **FURTHER**, elected and appointed as a member of the Board of Directors and to so serve until her successors have been elected and qualified, or until her earlier resignation, removal, or death.

ACCEPTANCE OF APPOINTMENT AS

Vice-President, And Authorities And Chief Financial and Administrative Officer And Member Of The Board

I, **Carolyn Sullivan**, hereby accept my appointment as **Vice-President, And Authorities And Chief Financial and Administrative Officer And Member Of The Board For Alta Planning + Design, Inc.** to serve until my successor has been duly elected or appointed, and I am empowered with only such authority as to bind the Company for transactions for professional services provided by the Company to clients of the Company and **FURTHER**, elected and appointed as a member of the Board of Directors and to so serve until my successor has been elected and qualified or appointed, or until my earlier resignation, removal, or death.

Dated January 1, 2018

By:



Carolyn Sullivan

This resolution grants Carolyn Sullivan the authority to sign on behalf of Alta Planning + Design, Inc. for the New Hampshire Statewide Pedestrian and Bicycle Transportation Plan and Economic Study.


Carolyn Sullivan, Vice President, as

duly authorized

Date: 8/12/18


Natalie Lozano, Corporate Secretary, as

duly authorized

Date: 8/12/18

State of New Hampshire

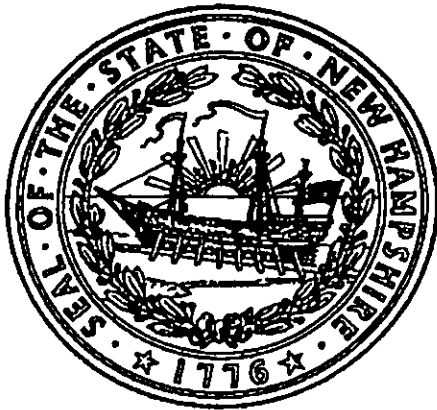
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ALTA PLANNING + DESIGN, INC. is a California Profit Corporation registered to transact business in New Hampshire on November 29, 2011. 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: 662355

Certificate Number: 0004113263



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 June A.D. 2018.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2018

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 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 Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	CONTACT NAME:	
	PHONE (A/C, No, Ext): 425-709-3600	FAX (A/C, No): 425-709-7460
INSURED Alta Planning + Design, Inc 711 SE Grand Ave Portland, OR 97214	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Insurance Co.	
	INSURER B: Hartford Casualty Ins. Co.	
	INSURER C: Continental Casualty Company	
	INSURER D:	
	INSURER E:	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		52UUNHB2172	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Comp			52UUNHB2172	9/1/2018	9/1/2019	OMNIBUS CIRCLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52XHUHB1180	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	52WEAA6IPB ** Stop Gap Liability WA OH	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			MCH114135257	9/1/2018	9/1/2019	\$5,000,000 per claim \$5,000,000 per aggregate \$75,000 per claim deductible

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

Job No. 00-2018-201 - NHDOT Statewide Bike Pedestrian Plan. State of New Hampshire is an additional insured on the general liability policy per the attached endorsements/forms.

CERTIFICATE HOLDER**CANCELLATION**State of New Hampshire
Attn: Michelle Drouin
7 Hazen Drive
Concord, NH 03301

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

© 1988-2010 ACORD CORPORATION. All rights reserved.