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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
January 20, 2021

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

REQUESTED ACTION

1. Authorize the Department of Transportation to **retroactively** amend Contract #4009415 with McFarland-Johnson, Inc., Vendor #164736, to perform the design services for improvements to a five-mile section of NH Route 108 in the cities of Dover, Somersworth, and Rochester, by increasing the total amount payable by $25,678.24 (from $1,416,424.37 to $1,442,102.61) effective upon Governor and Council approval. The increase is for additional survey work needed to complete the design. The original Agreement was approved by Governor and Council on September 20, 2018, Item #30. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2021:

04-096-96-963515-3054	FY 2021
Consolidated Federal Aid	
046-500464 Gen Consultants Non-Benefit	$25,678.24

2. Further, authorize to **retroactively** amend the contract's completion date from December 31, 2020 to December 31, 2022, effective upon Governor and Council approval.

EXPLANATION

This amendment is **retroactive** due to processing delays associated with retirement related staffing challenges. The amendment is due to the on-going COVID-19 Statewide Emergency Order, which is delaying the ability to hold the necessary public meetings for the completion of the NEPA documentation. The purpose of this professional engineering design and environmental consultant services agreement is to perform the design services to develop and evaluate alternatives along NH Route 108 to improve intermodal transportation needs for traffic, bicycles and pedestrians; prepare and compete all appropriate environmental documentation; and assist the Department in the public involvement process culminating in a formal Pubic Hearing for the preferred alternative. The project begins on NH Route 108 in the vicinity of the intersection with Indian Brook Drive in Dover and ends in the vicinity of the intersection with Innovation Drive in Rochester, a distance of approximately 5 miles. The objective of the project is to develop an alternative that will improve the safety and mobility of all users. This project is

currently included in the State's Ten-Year Transportation Improvement Plan (Dover-Somersworth-Rochester 29604).

This is the original time extension amendment. Of the original $1,416,424.37 amount for this contract, there is a balance of approximately $413,386.99 remaining, the increase requested herein is needed to complete survey work before the design can be completed. This project is 80% Federal Funds with 20% State match. Turnpike toll credit is being used for New Hampshire's match requirement, effectively using 100% Federal Funds.

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

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

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

DOVER-SOMERSWORTH-ROCHESTER
29604 (Part A)
Improvements to NH Route 108
Fee Increase & Time Extension Amendment #1
(Agreement Dated July 31, 2018
Contract No. 4009415)

January 4, 2021

Mr. Gene McCarthy, P.E.
Project Manager
McFarland-Johnson, Inc.
53 Regional Drive
Concord, NH 03301

Dear Mr. McCarthy:

This letter amends Article I and Article II in the above-referenced Agreement. The increase in fee and extension of time are as requested by McFarland-Johnson, Inc. in their letter dated November 4, 2020.

Article I, Section G (Date of Completion) is being amended to extend the date of completion. The original and amended dates are as follows:

Original Completion Date	December 31, 2020
By this letter, amended to	December 31, 2022

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by $25,678.24 as payment for additional design services by McFarland-Johnson, Inc. for work associated with additional survey needs.

The portion of Article II, Section A (General Fee) specifying the dates for the fee and man-hour estimates is being amended to read as follows:

"The total amount to be paid under this AGREEMENT shall not exceed $1,442,102.61, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and man-hour estimates of March 16, 2018 and the CONSULTANT's amendment fee and man-hour estimates of November 2, 2020),..."

Furthermore, this fee increase revises the amounts in Article II, Section B (Summary of Fees) as follows:

- Does not change the estimated amount of (a) actual CONSULTANT'S salaries, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead, which remains as $755,010.11.
- Does not change the amount of (b) fixed fee to cover profit and non-reimbursed costs which remains at $75,501.01.
- Increases the estimated amount of (c) reimbursement for direct, out-of-pocket expenses by $1,000.00, from $6,100 to $7,100.
- Increases the estimated amount of (d) reimbursement for actual cost of subconsultant GM2 by $24,678.24, from $314,035.32 to $338,713.56.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Independent Archaeological Consulting, LLC, which remains at $20,834.13.

- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Resource Systems Group, Inc., which remains at $82,478.05.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Preservation Company, which remains at $162,465.75.

Also, the first sentence in paragraph 1 of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"Costs incurred against this AGREEMENT shall not exceed $1,442,102.61, unless otherwise authorized."

The above additional work revises the total amount payable under this Agreement, which increases by $25,678.24, from $1,416,424.37 to $1,442,102.61 by this amendment.

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

Sincerely,

Wendy A. Johnson, P.E.
Project Manager

Approved: Peter E. Stamnas, P.E.
Director of Project Development

We concur in the above Amendment.

MCFARLAND-JOHNSON, INC.

By: _____

Title: VICE PRESIDENT

WJ/cmp
Attachments

AGREEMENT AMENDMENT

DOVER-SOMERSWORTH-ROCHESTER, X-A004(195), 29604 (PART A)

MCFARLAND-JOHNSON, INC.

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

Consultant

WITNESS TO THE CONSULTANT

By: Paige Kingsley

Office Coordinator

Dated: 01/06/2021

CONSULTANT

By: [signature]

VICE PRESIDENT (Title)

Dated: 1/6/2021

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Jouvelakas

Dated: January 15, 2021

THE STATE OF NEW HAMPSHIRE

By: [signature]

Director of Project Development

for DOT COMMISSIONER

Dated: January 15, 2021

Attorney General

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

Dated: 2/18/2021

By: Allin B. Greenstein

Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State

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

I, Frank J. Greco, Secretary of McFarland-Johnson, Inc., certify that on March 27, 2020, at a Meeting of the Board of Directors of McFarland-Johnson, Inc., the Directors, acting unanimously, adopted the following resolution:

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

Name		Office
James M. Festa	-	CEO – Engineering
Chad G. Nixon	-	President
Frank J. Greco	-	Sr. Vice President/CFO/Secretary/Treasurer
Thomas T. Kendrick	-	Vice President
Jeffrey R. Wood	-	Vice President

I certify that as a result of the action of the Board of Directors, Thomas T. Kendrick, Vice President of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Dover-Somersworth-Rochester 29604 (Part A), Improvements to NH Route 108, in the name of and on behalf of the Corporation for the rendering of services by the Corporation.

Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 6th day of January 2021

Linda M. Monahan
Notary Public

LINDA M. MONAHAN
Notary [illegible] of New York
[illegible] County
My [illegible] 7/2/22

L:[LOO/MISC/FJG]003A

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MCFARLAND-JOHNSON, INC. is a New York Profit Corporation registered to transact business in New Hampshire on February 14, 1969. 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: 2302

Certificate Number: 0005227128

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of January A.D. 2021.

William M. Gardner

Secretary of State

MCFAJOH-01 KLISHM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2020

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

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

PRODUCER
Insurance Office of America
31 Lewis Street
Suite 201
Binghamton, NY 13901

CONTACT NAME: Michael Burns
PHONE (A/C, No, Ext): (607) 754-0329 45230 FAX (A/C, No): (607) 754-9797
E-MAIL ADDRESS: Michael.Burns@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co of Hartford	20478
INSURER B : Continental Insurance Company	35289
INSURER C : Valley Forge Insurance Company	20508
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McFarland Johnson, Inc.
49 Court Street
Suite 240
Binghamton, NY 13901

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		6056803227	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6056803213	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			6056803244	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC656803230	1/1/2021	1/1/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Val Pprs & Records			6056803227	1/1/2021	1/1/2022	Blanket Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Dover-Somersworth-Rochester, X-A004(195), 29604, Part A

State of New Hampshire and all other parties as required by written contract are additional insured on a primary and noncontributory basis including completed operations in regard to general liability per endorsement numbers CNA74858NY, CNA74987NY.

CERTIFICATE HOLDER

New Hampshire Department of Transportation
P. O. Box 483
7 Hazen Drive
Concord, NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Deborah K Blanchard

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/19/2021

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

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

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

CONTACT NAME: Timothy P. Esler, CPCU
PHONE (A/C, No, Ext): 201-262-1200 FAX (A/C, No): 201-262-781-
E-MAIL ADDRESS: certs@fenner-esler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkshire Hathaway Specialty Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
McFarland-Johnson, Inc.
att: Frank J. Greco
49 Court Street
Suite 240
Binghamton, NY 13901 USA

COVERAGES CERTIFICATE NUMBER: 535022111 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof/Poll Liability			47-EPP-305431-03	06/15/20	06/15/21	Per Claim	5,000,000
				FULL PRIOR ACTS			Annual Aggregate	5,000,000
							Deductible per clm	50,000

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

Dover-Somersworth-Rochester 29604 (Part A)

CERTIFICATE HOLDER

New Hampshire Department of Transportation
P. O. Box 483
7 Hazen Drive
Concord, NH 03302-0483
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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New Hampshire DOT Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
July 31, 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 McFarland-Johnson, Inc., Concord, NH, Vendor #164736, for an amount not to exceed $1,416,424.37, for improvements to a five-mile section of NH Route 108 in the cities of Dover, Somersworth, and Rochester, effective upon Governor and Council approval through December 31, 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 and FY 2021, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

04-096-96-963515-3054	FY 2019	FY 2020	FY 2021
Consolidated Federal Aid			
046-500464 Gen Consultants Non-Benefit	$472,500.00	$630,000.00	$313,924.37

EXPLANATION

The Department requires professional engineering and environmental, consulting services to develop and evaluate alternatives along NH Route 108 to improve intermodal transportation needs for traffic, bicycles and pedestrians; prepare and complete all appropriate environmental documentation; and assist the Department in the public involvement process, culminating in a formal Public Hearing for the preferred alternative. The project begins on NH Route 108 in the vicinity of the intersection with Indian Brook Drive in Dover and ends in the vicinity of the intersection with Innovation Drive in Rochester, a distance of approximately 5 miles. The objective of the project is to develop an alternative that will improve the safety and mobility of all users by applying 'Complete Street' principles with the central goal of achieving an appropriate balance between the needs of motorized, non-motorized, and transit users of the corridor. This project will require both Part "A" (Preliminary Design) and Part "B" (Final Design) services. This agreement is for Part "A" only. Upon completion of Part "A" services, and assuming a successful Public Hearing, the Department reserves the right to either negotiate a scope and fee for Part "B", or terminate the contract. This project is included in the State's Ten-Year Transportation Improvement Plan (Dover-Somersworth-Rochester 29604).

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 Dover-Somersworth-Rochester 29604 improvements to a five-mile section of NH Route 108. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on October 22, 2016 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 December 22, 2016 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on January 13, 2017 through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on March 23, 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 eleven (11) consultant firms that were considered for this assignment, with the three (3) short-listed firms shown in bold, is as follows:

Consultant Firm	***Office Location***
BETA Group, Inc.	Manchester, NH
CHA Consulting, Inc.	Keene, NH
CMA Engineers, Inc.	Portsmouth, NH
Greenman-Pedersen, Inc.	Portsmouth, NH
Hoyle, Tanner & Associates, Inc.	Manchester, NH
McFarland-Johnson, Inc.	**Concord, NH**
Sebago Technics	Portland, ME
Stantec Consulting Services, Inc.	**Bedford, NH**
TEC, Inc.	Hampton, NH
Vanasse Hangen Brustlin, Inc.	**Bedford, NH**
WSP-PB	Manchester, NH

The firm of McFarland-Johnson, 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.

McFarland-Johnson, Inc. has agreed to furnish the professional engineering services for an amount not to exceed $1,416,424.37. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

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

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

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

VI

March 23, 2017

PROJECT: Dover-Somersworth-Rochester 29604 (Part A)

DESCRIPTION: : Preliminary engineering, environmental, and public outreach services are needed for the study of transportation and complete street improvements along NH Rte. 108 beginning at its intersections with NH 9 (Indian Brook Road) in the City of Dover and running northerly approximately 4.5 mile through the City of Somersworth to Skyhaven Airport in the City of Rochester. Preliminary engineering is required to develop and evaluate alternatives along NH Rte. 108 to improve intermodal transportation needs for traffic, bicycles and pedestrians. The study shall include a review of upgrade alternative study (U-3 alternative) as developed under the prior Dover-Rochester, Exit 10 study. The task will include reestablishing and documenting the existing highway right of way in a manner suitable for recording at the Registry of Deeds. Environmental efforts are needed to prepare and complete all appropriate environmental documentation including, at a minimum, the requirements of the National Environmental Policy Act, the Clean Water Act, the National Historic Preservation Act and Section 4(f) of the US Department of Transportation Act. The environmental evaluation will also need to identify all applicable environmental permitting requirements. The Consultant will also assist the Department in undertaking a robust public involvement process building upon the Tri-City Coalition Working Group vision for access management, bicycle route continuity, pedestrian functionally and transit enhancements. The public outreach process shall include close coordination with the Tri City Coalition and/or its designated stakeholders. The outreach for Part A will conclude at the approval through the formal Public Hearing for the preferred alternative. The tenets of context sensitive solutions will be employed as appropriate to achieve a balance among the competing needs of motorized and non-motorized road users and other stakeholders, while minimizing impacts on project budget and upon the natural, cultural, and social environments.

Services Required: BRDG, STRC, RDWY, ENV, HAZ, HIST, AIR, NOIS, HYD, TRAF, PINV, SURV

SUMMARY

McFarland-Johnson, Inc.	2	2	1	1	1	1	1	9
Stantec Consulting Services, Inc.	3	3	2	3	3	3	3	20
Vanasse Hangen Brustlin, Inc.	1	1	3	2	2	2	2	13

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	WEIGHT	McFarland-Johnson, Inc.	Stantec Consulting Services, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	20	16	20
Clarity of the Proposal	20%	19	17	19
Capacity to Perform in a Timely Manner	20%	20	16	20
Quality & Experience of Project Manager/Team	20%	20	16	20
Previous Performance	10%	9	8	7
Overall Suitability for the Assignment*	10%	9	8	10
Total	100%	97	87	98

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

Ranking of Firms:
1. VHB
2. M-J
3. Stantec

Rating Considerations	Scoring of Firms			
	WEIGHT	McFarland-Johnson, Inc.	Stantec Consulting Services, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	17	18	19
Clarity of the Proposal	20%	17	15	19
Capacity to Perform in a Timely Manner	20%	17	18	19
Quality & Experience of Project Manager/Team	20%	17	18	17
Previous Performance	10%	19	9	9
Overall Suitability for the Assignment*	10%	8	8	9
Total	100%	93	89	94

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

Ranking of Firms:
1. Vanasse Hangen Brustlin, Inc
2. McFarland-Johnson, Inc
3. Stantec Consulting Services, Inc

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any): NHDOT Prequalifications 2017

PART II – GENERAL QUALIFICATIONS

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

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

3. YEAR ESTABLISHED: 1994

4. DUNS NUMBER: 941887077

2b. STREET: 53 Regional Drive

5. OWNERSHIP

a. TYPE: Corporation

2c. CITY: Concord

2d. STATE: NH

2e. ZIP CODE: 03301-8500

b. SMALL BUSINESS STATUS: No

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

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

6b. TELEPHONE NUMBER: 603-225-2978 x110

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

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

8b. YR. ESTABLISHED:

8c. DUNS NUMBER:

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	Administrative	15	2
08	CADD Technician	8	3
12	Civil Engineers	30	13
15	Construction Inspectors	8	1
20	Economists	1	0
21	Electrical Engineers	2	0
24	Environmental Scientist	6	3
29	Geographic Information System	2	1
32	Hydraulic Engineer	2	1
39	Landscape Architects	0	0
42	Mechanical Engineers	9	0
47	Planners: Urban/Regional	7	1
57	Structural Engineers	17	7
60	Transportation Engineers	5	3
	Other Employees	0	0
	Total	112	35

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

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
A01	Acoustics; Noise Abatement	1
A05	Airports; Navaids; Airport Lighting; Aircraft	9
A06	Airports; Terminals; & Hangars; Freight	3
B02	Bridges	6
C15	Construction Management	5
E01	Ecological & Archeological Investigations	2
E09	Environmental Impact Studies, Assessments	4
E11	Environmental Planning	3
H07	Highways; Streets; Airfield Paving; Parking	6
H08	Historical Preservation	1
L06	Lighting (Exteriors; Street; Memorials;	1
P08	Planning (Site, Installation and Project)	2
S09	Structural Design; Special Structures	3
S13	Stormwater Handling & Facilities	2
T03	Traffic & Transportation Engineering	4
W02	Water Resources; Hydrology; Ground Water	2

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

(Insert revenue index number shown at right)

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

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: November 18, 2016

c. NAME AND TITLE: Michael D. Long, Regional Office Manager

Gene W. McCarthy, P.E.

Project Manager

GENERAL SUMMARY

Mr. McCarthy has extensive experience in the design, planning, and management of transportation improvement projects, both large and small. Mr. McCarthy leads multi-discipline teams in the development of contract drawings as well as environmental documents and studies for state transportation departments and municipalities throughout New England. He is especially skilled in project management and public outreach for large highway and bridge projects and he has a strong background in roadway geometrics, traffic analysis, traffic control, and plan development. Mr. McCarthy has developed plans and studies for transportation projects ranging from less than one million dollars to a bridge project with an estimated cost over one billion dollars.

REPRESENTATIVE EXPERIENCE

Concord US Route 3 Corridor (North) Improvement Program, Concord, NH – Project Manager responsible for overall project coordination. For the past several years, the Route 3 (North) Corridor project has completed three phases of its proposed improvements. Phase 4A was completed by the City of Concord while Phase 4B was completed by MJ. Some of the improvements included eliminating a lane which has posed a safety concern for years, re-configuring left turns to and from Route 3, and re-constructing curbing, sidewalks, crosswalks, and drainage facilities to name a few. *Project Owner: City of Concord*

Downtown Complete Street - Main Street Concord, Concord, NH – Project Manager responsible for overall project coordination, public outreach, scheduling, and subconsultant coordination. This project converted Main Street's four-lane vehicular roadway to a two-lane roadway with wide lanes to accommodate bicycles. The sidewalks were enlarged to include landscaping, seating, pocket parks, lighting, and many places for people to gather. Fish-eye cameras for vehicle and bicycle detection were used to reduce future operations and maintenance costs associated with failed loop detectors. Prominent bump-outs, in-street brick pavers at crosswalks, new lighting, and LED Blank Out panels with a "No Right Turn" indication were all implemented as part of this project to increase pedestrian safety. *Project Owner: City of Concord*

US 3/NH 25 Transportation Improvements Planning Study, Meredith, NH – Project Manager responsible for project coordination. The planning phase of this project included studying a range of alternatives to relieve the congestion that exists along Routes 3 and 25 in Meredith. The effort involved community planning and public involvement consistent with Context Sensitive Solutions principles. The project included assessment of capacity, safety, and operational challenges within the study limits. The study also included transportation modeling, traffic counting, traffic analysis, economic evaluations, environmental screening, public outreach, landscape architecture, and project website development. *Project Owner: New Hampshire Department of Transportation*

101A Road Widening and Improvements, Nashua, NH – Highway Engineer responsible for developing concepts for the widening of NH 101A. Project consists of the study and preparation of preliminary engineering plans and environmental documents to increase traffic capacity with the development of a uniform cross section consisting of two through lanes in each direction along NH 101A from Celina Avenue to the Somerset Parkway. *Project Owner: City of Nashua*

Windham NH 111 Corridor Feasibility Study, Windham, NH – Project Manager responsible for project coordination, budgeting, and staffing. This project involves evaluation and planning for the Route 111 Corridor through Windham, NH. Three distinct components of the planning phase include evaluation of the feasibility and conceptual design of an extension of Wall Street to connect to North Lowell Road; evaluation of the existing corridor from the Village Center to I-93 to identify future roadway improvements and access management opportunities; and the feasibility of relocating Route 111 from its present location to the southerly side of the Windham Village Center. *Project Owner: New Hampshire Department of Transportation*

EDUCATION

BSCE - San Jose State University / Civil Engineering / 1988
Certificate - NHDOT / Local Public Agency Certification Training - Federal Aid / 2015

DOVER-SOMERSWORTH-ROCHESTER
X-A004(195)
29604
(PART A)

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ATTACHMENTS

A. **SUPPLEMENTAL SCOPE OF WORK AND TASK DESCRIPTION** Prepared by McFarland-Johnson, Inc. dated November 21, 2017

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

DOVER-SOMERSWORTH-ROCHESTER
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29604
(PART A)

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 31 day of July 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 McFarland-Johnson, Inc., with principal place of business at 49 Court Street, in the City of Binghamton, State of New York, and New Hampshire Regional Office at 53 Regional Drive, in the City of Concord, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to improve NH Route 108 from the vicinity of the intersection with Indian Brook Drive in Dover to the vicinity of the intersection with Innovation Drive in Rochester, a distance of approximately 5 miles.

The DEPARTMENT requires professional engineering and environmental consulting services to develop and evaluate alternatives along NH Route 108 to improve intermodal transportation needs for traffic, bicycles and pedestrians; prepare and complete all appropriate environmental documentation; and assist the DEPARTMENT in the public involvement process, culminating in a formal Public Hearing for the preferred alternative. These services are outlined in the CONSULTANT'S Supplemental Scope of Work and Task Description dated November 21, 2017 (Attachment A) and Cost Summary dated March 16, 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 - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves the study of improvements to NH Route 108 from the vicinity of the intersection with Indian Brook Drive in Dover to the vicinity of the intersection with Innovation Drive in Rochester, a distance of approximately 5 miles. Some of the existing highway features and conditions to be aware of include the following:

- The segment of NH Route 108 to be improved is generally two lanes with variable width shoulders.
- Localized improvements have been made in recent decades at key intersections and some commercial developments to add turning lanes, shoulders, and traffic signals.
- The corridor is subject to very high peak period traffic, which restricts mobility particularly in the vicinity of the key intersections.
- The lack of consistent shoulders or sidewalks hinders the mobility of non-motorized users.
- The lack of formal bus stops creates safety concerns for COAST bus patrons, and buses stopped within the highway further hinder mobility.
- The roadway is in the vicinity of Skyhaven Airport.
- The roadway is in close proximity to Willand Pond, a Class A water body

The objective of the project is to develop an alternative that will improve the safety and mobility of all users by applying 'Complete Street' principles with the central goal of achieving an appropriate balance between the needs of motorized, non-motorized, and transit users of the corridor. The three cities of Dover, Somersworth, and Rochester, in cooperation with the Strafford Regional Planning Commission, have formed a Route 108 Complete Streets working group to discuss and reach consensus on local desires for the highway improvements. As the development of improvement alternatives proceeds, it will be crucial to work closely with this working group as well as all other appropriate public or private stakeholders to gain consensus on design decisions.

The development of the preliminary engineering for this project is expected to be performed in two phases (Parts A and B). This scope of services is for the first phase (Part A) only. The purpose of this first phase of the project is to develop and evaluate design alternatives for improving NH Route 108. The alternative development process will: 1.) use a context-sensitive solution approach, including public outreach, to develop and evaluate improvement alternatives; 2.) identify all impacted

natural and cultural resources potentially affected by the alternatives, and investigate means of minimizing or mitigating the impacts; 3.) prepare an Environmental Document for the Proposed Action; and 4.) prepare a hearing plan for the Proposed Action.

B. SCOPE OF WORK (GENERAL)

The goals of Part A of this project are to select a Proposed Action that is supported through the incorporation of complete street approaches, inclusion of an effective public outreach through the tri-city communities, and which is technically feasible, environmentally permittable, and economical; develop an approved Draft Environmental Study/Section 4(f) Evaluation; and bring the Proposed Action to a public hearing for layout approval.

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

The study will use the Context Sensitive Solutions approach for the Part A phase of the project. This will include a dynamic public participation program involving public and private stakeholders and the general public in the decision-making process.

C. SCOPE OF WORK (SPECIFIC)

The tasks for Part A have been divided into three categories: Preliminary Engineering, Public Participation, and NEPA Documentation. The Preliminary Engineering tasks cover the work required to develop and evaluate improvement alternatives and develop a Proposed Action. The Public Participation tasks cover public outreach for all aspects of the project. The NEPA Documentation tasks cover the work required to document impacts of the alternatives to all relevant natural and cultural resources. The tasks shown below are further described in the CONSULTANT'S Part A Supplemental Scope of Work and Task Description dated November 21, 2017.

1. Preliminary Engineering

a. Data Collection

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

b. Topographic Survey and Base Plan Preparation

The CONSULTANT shall conduct topographic surveys by appropriate means (ground survey and/or aerial photogrammetry) and from these develop a digital surface model and

topographic base plan. The most recent ortho-rectified digital aerial photographs will be provided by the DEPARTMENT if needed.

c. Right-of-Way Boundary Preparation

The CONSULTANT shall complete a boundary survey of NH Route 108 and intersecting municipal or State roads to a minimum distance of 500 ft beyond the anticipated limits of the proposed improvements and be completed in accordance with the minimum standards for an Urban Boundary Survey as detailed in the New Hampshire Code of Administrative Rules (Part Lan 503, Technical Standards), including but not limited to complete field survey locating all appropriate monumentation and development of Right of Way (ROW) alignments. The CONSULTANT, in conjunction with a certified NH Licensed Land Surveyor, shall prepare a right of way plan showing ROW alignments where existent, and metes and bounds with station and offset information for the existing roadway corridors. The CONSULTANT will develop the existing Boundary and controls through the following process:

i. ROW Facilitation Meeting: An initial meeting with the DEPARTMENT for project overview, review of historic ROW information and turnover of DEPARTMENT project data and ROW;

ii. Records Research: The CONSULTANT shall research the town and city roads and property records, State highway and relevant archive records, court, registry and probate records, abutters' deeds and property plans within the project limits, and other research as needed to define the existing ROW limits;

iii. Boundary Survey: The Consultant shall complete the boundary survey as outlined:

1. Field recovery of Right-of-Way and abutting boundary monuments.
2. Establish geodetic control network on NH State Plane Coordinate System.
3. Perform boundary survey of existing Right-of-Way.
4. Process survey control data using least squares adjustment at 95% confidence level.
   a. Process side shot data on adjusted controls and verify.
5. Develop Right-of-Way alignments and establish Right-of-Way limits based on survey and boundary control standards of practice and the current NHLSA Ethics and Standards.

iv. Existing ROW Plan Review: The CONSULTANT shall submit a preliminary ROW plans for DEPARTMENT review and attend a ROW facilitation meeting to discuss ROW Plan review comments;

v. Development of Final Existing ROW Plan; The CONSULTANT shall address the comments from DEPARTMENT Preliminary Plan review through a written explanation on how review items were addressed prior to recording existing ROW plan with the County Registry. The CONSULTANT shall provide the DEPARTMENT with the Exiting ROW Plans in DWG/DGN file format and PDF plan file. The CONSULTANT shall provide the DEPARTMENT with a plan showing the existing boundary monumentation and survey traverse in DWG/DGN file format and the geodetic control data in ASCII file format.

d. Traffic Data Collection & Analysis

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

e. Crash Data Collection & Analysis

The CONSULTANT shall evaluate crash data provided by the Department to understand the safety performance within the project area and to consider how the alternatives would impact safety.

f. Alternative Development & Evaluation

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

i. Reasonable Alternatives: Each alternative and will be developed to an equal level of detail and presented in a plan package. Lanes, shoulders, slope impact limits, right of way requirements, and potential water quality protection measures will be determined for each alternative.

ii. Cost Estimates: Conceptual cost estimates will be developed for the alternatives. The cost estimates will quantify items such as pavement, roadway select materials, earthwork, structures, significant drainage facilities, and other design elements as appropriate and apply the Department's current weighted average unit prices. Other items will be estimated on a percentage basis. Right of way acquisition costs will be determined from the assessed value of impacted property. Engineering and environmental mitigation costs will be estimated on a percentage basis.

g. Engineering Report

The CONSULTANT shall prepare an Engineering Report to document the existing conditions within the corridor, and to summarize the design decisions and engineering

details of the Proposed Action. Any rejected alternatives should also be documented to explain the justification for their rejection.

h. Project Team Meetings

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

2. **Environmental Documentation**

a. Data Collection

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

i. Water-Based Resources

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

b) Surface Waters: Data regarding existing surface waters and water quality will be gathered and documented. The CONSULTANT will investigate appropriate water quality treatment measures necessary to minimize nutrient impacts on surface waters. This shall include a pavement runoff analysis for Total Nitrogen, Total Phosphate and Total Suspended Solids and volume for the existing condition and the Proposed Action to determine appropriate size and placement of structural Best Management Practices to be shown at the Public Hearing. Assessments of chloride (salt) loadings based on the number of travel lanes for the pre and anticipated Proposed Action shall be conducted and include an analysis of the effects to receiving waters. Additionally, the CONSULTANT shall evaluate the Redevelopment requirements of the MS4 permit issued in 2017; and the 2017 Revised AOT permit requirements.

c) Floodplains: FEMA floodplain and floodway information will be gathered from appropriate sources and displayed on project mapping.

d) Wetlands: The CONSULTANT will delineate wetlands and determine their functions and values within the study area limits based on state and federal

criteria, and will collect field data sufficient to document the delineation. If access to private property is required, landowners will be notified by the DEPARTMENT. The CONSULTANT will survey wetland flagging using a GPS unit with sub-meter accuracy. The CONSULTANT will note any unusual features such as invasive species, disturbed areas, or uncommon wetland types such as bogs or vernal pools. If required, the CONSULTANT will identify potential wetland mitigation opportunities either within the project corridor or the surrounding area. This effort will need to be coordinated with municipalities.

e) Stream Crossings: The CONSULTANT will identify all intermittent and perennial stream crossings within the project study limits. The CONSULTANT will determine the watershed size for each crossing using the USGS Stream Stats tool. The CONSULTANT will also determine the corresponding Tier classification in accordance with the NHDES Stream Crossing Rules Env-Wt 900 series to aid in determination of a design that meets the NHDES Stream Crossing Guidelines and/or alternative design.

ii. Land-Based Resources

a) Soils: Soil series within the study area will be mapped based on existing databases, including the distribution of prime, statewide, local, or unique farmland soils.

b) Active Farmlands: Active farmlands will be identified and described.

c) Public and Conserved Lands: Publicly owned lands, bicycle and pedestrian trails, and privately conserved lands will be identified.

d) Section 4(f) Resources: Parks, historic sites, or other areas subject to Section 4(f) will be identified.

e) Section 6(f) Resources: Lands receiving Section 6(f) funds will be identified based on coordination with the NH Department of Resources and Economic Development.

iii. Wildlife

a) Wildlife and Habitat: Wildlife resources will be identified with information from the NH Wildlife Action Plan and supplemented as needed by field reconnaissance.

b) Fisheries: The fisheries resource information will be updated based on coordination with NH Fish and Game and the US National Marine Fisheries Service.

c) Threatened and Endangered Species: Threatened and endangered species information will be gathered through coordination with the NH Department of Resources and Economic Development, NH Fish and Game Department, and the US Fish and Wildlife Service, as well as field investigations. The CONSULTANT will use the US Fish and Wildlife Service's on-line Information for Planning and Consultation (IPaC) tool for review of identified federally-listed species.

iv. Cultural Resources (Historic)

The CONSULTANT will prepare and submit, through the DEPARTMENT, a NH Division of Historical Resources (NHDHR) Request for Project Review (RPR) that identifies cultural resources in accordance with NHDHR Survey Manuals. Further assessment of the determination of eligibility for the National Register of historic resources will be undertaken in consultation with the Federal Highway Administration and the NH State Historic Preservation Officer (SHPO) and the lead Federal agency. The CONSULTANT will conduct all necessary phases of Section 106 public outreach.

v. Cultural Resources (Archaeology)

The CONSULTANT will undertake a Phase 1A investigation to identify areas of archeological sensitivity within the study area. Any sensitive areas that may be impacted by project alternatives may be further investigated with a Phase 1B investigation to determine if resources are present. If archeological resources are identified, further assessment of the determination of eligibility for the National Register and the need for additional archaeological investigations will be evaluated in consultation with the Federal Highway Administration and the NH State Historic Preservation Officer.

vi. Social and Economic Resources: The CONSULTANT will conduct a socio-economic analysis of the regional social and economic resources. The CONSULTANT will identify the socio-economic relationship between the study area transportation/circulation pattern, regional and local municipalities' Master Plans, and the businesses and residents within its immediate influence.

vii. Noise: The CONSULTANT shall perform, as necessary, tasks required to assess the potential effects on noise levels at receptors adjacent to the project to determine and/or achieve compliance with the FHWA Procedures for Abatement of Highway Traffic Noise and Construction Noise (23 CFR 772) and the DEPARTMENT'S *Policy and Procedural Guidelines for the Assessment and Abatement of Highway Traffic Noise for Type I and II Highway Projects* (the Noise Policy).

viii. Air Quality: The CONSULTANT shall perform, as necessary, tasks required to assess the potential air quality impacts of the project to determine and/or achieve compliance with the State of New Hampshire Air Quality Implementation Plan, and the provisions set forth in the Clean Air Act Amendments (CAAA) and the National Environmental Policy Act (NEPA).

ix. Invasive Species: The CONSULTANT will determine the presence of invasive species in conjunction with other project field investigations. General locations and types will be identified within the project limits, but no detailed mapping will be provided.

x. Contaminated Properties: A database search will be undertaken to identify areas with records of hazardous materials or contamination. The CONSULTANT will coordinate with the DEPARTMENT's Bureau of Environment's Contamination Program to confirm findings, and will assess measures required to conduct geotechnical investigations within areas of potential contamination.

xi. Construction Impacts: The CONSULTANT shall perform, as necessary, tasks required to assess the potential construction impacts on the natural, cultural, and socio-economic resources present within the project area.

b. Agency Coordination

The CONSULTANT will attend several of the DEPARTMENT's monthly Natural Resource Agency meetings and coordinate a field meeting, if needed, with the agencies

to review resource impacts. The CONSULTANT will also attend several of the DEPARTMENT monthly Cultural Resource meetings with the Federal Highway Administration and the NH Division of Historical Resources to discuss scope and findings.

c. Project Purpose and Need

The CONSULTANT will develop a formal Purpose and Need Statement for the project consistent with NEPA and other Federal guidelines.

d. Description of Proposed Action

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

e. Environmental Impacts of Reasonable Range of Proposed Alternatives

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

The CONSULTANT will perform tasks as outlined in the CONSULTANT's Scope of Work and Task Descriptions, dated November 21, 2017 for the following resources/impacts:

- Land Use
- Social and Economic Resources
- Farmlands
- Air Quality
- Noise
- Groundwater Resources
- Surface Water Resources
- Chloride Loading
- Pollutant Loading (TN, TP & TSS)
- Floodplains
- Wetlands
- Wetland Mitigation
- Wildlife/Vegetation/Fisheries
- Threatened or Endangered Species

- Parks/Recreation/Conservation Lands
- Cultural Resources
- Hazardous Materials/Contamination
- Limited Reuse Soils
- Visual Resources
- Environmental Justice (provided by the DEPARTMENT)
- Construction Impacts
- Summary of Impacts
- Environmental Commitments

f. Section 4(f)

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

g. Section 6 (f)

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

h. Draft Environmental Document/Section 4(f) Evaluation

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

other parties as directed, for review. Twenty (20) printed copies and ten (10) CDs of the Draft Environmental Document/4(f) Evaluation will be provided by the CONSULTANT.

i. Final Environmental Document/Section 4(f) Evaluation

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

3. Public Participation

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

a. Prepare a Public Involvement Plan

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

b. Working Group Meetings

Five working group meetings will be held with project stakeholders to review and discuss alternatives and to facilitate local input into important design decisions. The CONSULTANT will prepare any needed informational handouts and presentation materials, will assist with presentations as needed, and prepare written meeting summaries for posting to the Project webpage.

c. Public Officials/ Public Informational Meetings

Six Public Officials/ Public Informational Meetings will be held to involve the public and other interested parties (including any Section 106 Consulting Parties) in the project development process. The meeting venues will likely alternate among the three affected communities. The first set of Public Officials Meetings will take place early in Part A to discuss the principles of Complete Streets and the reasonable range of design alternatives, while the second set of Public Informational Meeting will focus on the Proposed Action to be presented at the Hearing and will occur during the NEPA process prior to finalizing the Draft Environmental Study/Section 4(f) Evaluation.. The CONSULTANT will

prepare any needed informational handouts and presentation materials, will assist with presentations as needed, and will prepare written document the proceedings for posting to the Project's webpage.

It is anticipated the CONSULTANT will also assist the DEPARTMENT with Local Meetings as needed to brief elected officials (e.g., City and Town Councils, Selectmen, Planning Boards, Conservation Commissions, RPCs, etc.). Six Local Meetings are included in this scope. The CONSULTANT will assist the DEPARTMENT in the preparation of project material for presentation, and will attend these meetings to assist with the presentation and to document the proceedings for posting to the Project's webpage.

d. Other Public Involvement Efforts

The CONSULTANT will conduct walking tours for each City, develop a project-specific YouTube page, develop a project-specific website and develop a Project Fact Sheet, all as further described in the CONSULTANT's Supplemental Scope of Work, dated November 21, 2017.

e. Public Hearing

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

D. Material Furnished by the Department of Transportation

The DEPARTMENT will furnish the following data to the CONSULTANT:

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

   a. Any available electronic topographical mapping within the project area shall be provided along with any pertinent electronic supporting information (survey field notes, ASCII point file, SDR data files, etc.).

   b. Any additional topographic surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary by the project team will be undertaken and processed by the DEPARTMENT. Incorporation of this information into the topographic baseplan shall be the responsibility of the CONSULTANT.

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

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

2. Prints of the following information:

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

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

3. Right-of-Way data: The DEPARTMENT will provide digitized Right of Way Plan of record and corridor Title Abstracting, as well as any additional information collected or prepared by the DEPARTMENT that could supplement the CONSULTANT's Right-of-Way Boundary (Section C.1.c.) (e.g., property lines to a tax map level, parcel owners, etc.)

4. Plans of prior highway and bridge construction projects within the project limits, as available.

5. The location of all existing and proposed utilities through direct contact with the various utility companies.

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

7. Crash data within the study area, as needed.

8. Ground survey, as needed, within the study area to supplement the digital surface model. The CONSULTANT will process the raw survey data and incorporate into the digital surface model.

9. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).

E. WORK SCHEDULE AND PROGRESS REPORTS

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

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

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

F. SUBMISSION OF REPORTS, PLANS, AND DOCUMENTS

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

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

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

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

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

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

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.

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

Website Information:

a. Website Content: All external NHDOT websites created for this project shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in https://www.nh.gov/doit/vendor/documents/nh-website-standards.pdf.

b. Website Documents: All documents posted to a website created for this project, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility

requirements. A checklist for document compliance is provided in https://www.section508.gov/content/build/create-accessible-documents (go to second link down under "Checklists").

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

G. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part A professional services rendered under this AGREEMENT is December 31, 2020.

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 Regulation 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 Regulation (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

ARTICLE II

The total amount to be paid under this AGREEMENT shall not exceed $1,416,424.37, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of March 16, 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.

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 indirect cost, the sum of which is estimated at $755,010.11. The CONSULTANT shall use their voluntarily-capped indirect cost rate of 175.00% for billing.

b. A fixed fee to cover profit and non-reimbursed costs at $75,501.01.

c. Reimbursement for direct, out-of-pocket expenses estimated at $6,100.00.

d. Reimbursement for actual cost* of subconsultants estimated as follows:

- GM2 Associates, Inc. $314,035.32.
- Independent Archaeological Consulting, LLC $20,834.13.

- Resource Systems Group $82,478.05.
- Preservation Company $162,465.75.

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 $1,416,424.37 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.

D. PAYMENTS

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

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 Final Audit. At that time, payments shall be adjusted to agree with the percentage factors as determined by Final 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.

NOTE: For this AGREEMENT only, the CONSULTANT voluntarily capped their indirect cost rate at 175.00% for the life of the AGREEMENT and no adjustment to the fee for actual indirect cost rate will be made during the Final Audit. Any subconsultant with a subcontract value of $200,000 or greater will be subject to fee adjustment for actual indirect cost rates during the Final Audit.

E. ANNUAL INDIRECT COST RATE SUBMISSIONS

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

To comply with the Federal Acquisition Requisition (FAR), the CONSULTANT'S Indirect Cost Rate Audit must meet the following requirements:

- Be conducted by an independent Certified Public Accountant (CPA), a Federal government agency, or another state transportation agency.
- Be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) issued by the U.S. Government Accountability Office (GAO) and with the cost principles and procedures set forth in Part 31 of the FAR.
- Follow the guidance of the most recent American Association of State Highway Transportation Officials Uniform Audit and Accounting Guide for Audits of Architectural and Engineering Consulting Firms (AASHTO Audit Guide).

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

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

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

F. RECORDS, REPORTS, AND FINAL AUDIT

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

The DEPARTMENT shall have the right, at the time of Final Audit, to review all items charged as indirect costs 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.

All costs as described in Article II Section A.1 through A.4 are to be determined by actual records kept during the term of the AGREEMENT, which are subject to Final Audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this Final Audit. In no case will any adjustments exceed the total amount to be paid shown in Article II, Section A – General Fee, and Section B – Summary of Fees. All Subconsultant costs may also be subject to Final Audit by the STATE and Federal Governments.

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

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

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

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT.)

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 53 Regional Drive, Concord, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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

It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, 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. <u>REVISIONS TO REPORTS, PLANS OR DOCUMENTS</u>

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

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

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

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

G. SUBLETTING

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

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

(1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

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

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

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

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

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

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

(6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS

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

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

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

ATTACHMENT A

Dover-Somersworth-Rochester NH Route 108 Complete Streets Improvements
Part A Supplemental Scope of Work and Task Description
NH State Project No. 29604

Project Goal

The goal of Part A of the Dover-Somersworth-Rochester NH Route 108 Complete Street Improvements is to develop and select a preferred alternative for the project, develop an Engineering Report and an approved Environmental Study, and bring it to a Public Hearing for approval.

Study Approach

The MJ Team will use a Context Sensitive Solutions approach that includes a dynamic public participation program to engage the public as the project develops. The Tri-City Coalition Working Group will be utilized in an advisory capacity to help guide the project.

The project will be separated into three categories: Preliminary Engineering, NEPA Documentation, and Public Participation. Preliminary Engineering includes traffic analysis, right-of-way, survey, and alternatives development, and concludes with the creation of an Engineering Report. NEPA Documentation includes resource identification, agency coordination, development of a project purpose and need, impacts determination, and 4(f) and 6(f) coordination, concluding with an Environmental Document. Public Participation includes Working Group meetings, public officials meetings, walking tours, project fact sheets, a YouTube page, public informational meetings, and a Public Hearing.

Project Limits

The project covers approximately 5 miles of NH Route 108 from the intersection of NH Route 9/Indian Brook Drive in Dover to Innovation Drive in Rochester.

Study Objectives

This scope covers only Part A of the project development process, which is preliminary engineering and environmental documentation resulting in a Public Hearing. The objectives of Part A are to:

- Develop a Project Purpose and Need Statement
- Select a Preferred Alternative
- Prepare an Environmental Document
- Conduct a Public Hearing
- Create an Engineering Report

Consultant Team Roles

McFarland-Johnson, Inc. (MJ)

MJ is the prime consultant for the project and will provide overall project management for the team. MJ will lead the Preliminary Engineering, Environmental Documentation, and Public Participation components of the project.

Each of the following sub-consultants on the team has a specific technical role as well as participation in the Public Participation program.

Preservation Company (PC)

PC is responsible for the historic resource investigations.

Independent Archaeological Consulting, LLC (IAC)

IAC is responsible for the archeological resource investigations.

Resource Systems Group (RSG)

RSG is responsible for traffic data collection, modeling and analysis.

GM2 Associates

GM2 is responsible for survey and right-of-way tasks.

STUDY TASKS

This Scope of Work covers Part A of the Dover-Somersworth-Rochester NH Route 108 Complete Street Improvements. The tasks for Part A have been separated into three categories: NEPA Documentation, Preliminary Engineering, and Public Participation. The following is a list of the specific tasks under each category. Following this list is a description of each task that includes detailed information about the work proposed for each task.

Preliminary Engineering

Task	Description
1.	Data Collection
2.	Topographic Survey and Base Plan Preparation
3.	Right-of-Way Boundary Preparation
4.	Traffic Analysis
5.	Crash Data Collection and Analysis
6.	Alternative Development & Evaluation
	6.1. Develop Reasonable Alternatives
	6.2. Cost Estimates
7.	Engineering Report
8.	Project Team Meetings

Public Participation

Task	Description
1.	Prepare Public Involvement Plan
2.	Working Group Meetings
3.	Public Officials/Public Informational Meetings
4.	Walking Tours
5.	Project Specific YouTube Page/Informative Videos
6.	Project Fact Sheets
7.	Project Visualizations
8.	Project Website
9.	Public Hearing

NEPA Documentation

Task	Description
1.	Data Collection
2.	Agency Coordination
3.	Project Purpose and Need
4.	Description of Proposed Action
5.	Environmental Impacts of Reasonable Alternatives
5.1.	Land Use
5.2.	Social and Economic Resources
5.3.	Farmlands
5.4.	Air Quality
5.5.	Noise
5.6.	Groundwater Resources
5.7.	Surface Water Resources
5.8.	Chloride Loading
5.9.	Pollutant Loading
5.10.	Floodplains
5.11.	Wetlands
5.12.	Wetland Mitigation
5.13.	Wildlife/Vegetation/Fisheries
5.14.	Threatened or Endangered Species
5.15.	Parks/Recreation/Conservation Lands
5.16.	Cultural Resources
5.16.1.	Area of Potential Effect (APE)
5.16.2.	Historic Resources
5.16.3.	Archaeological Resources
5.17.	Hazardous Materials
5.18.	Visual Resources
5.19.	Environmental Justice
5.20.	Construction Impacts
5.21.	Summary of Impacts
5.22.	Environmental Commitments
6.	Section 4(f) Evaluation
7.	Section 6(f) Evaluation
8.	Draft Environmental Document
9.	Final Environmental Document/Section 4(f) Evaluation

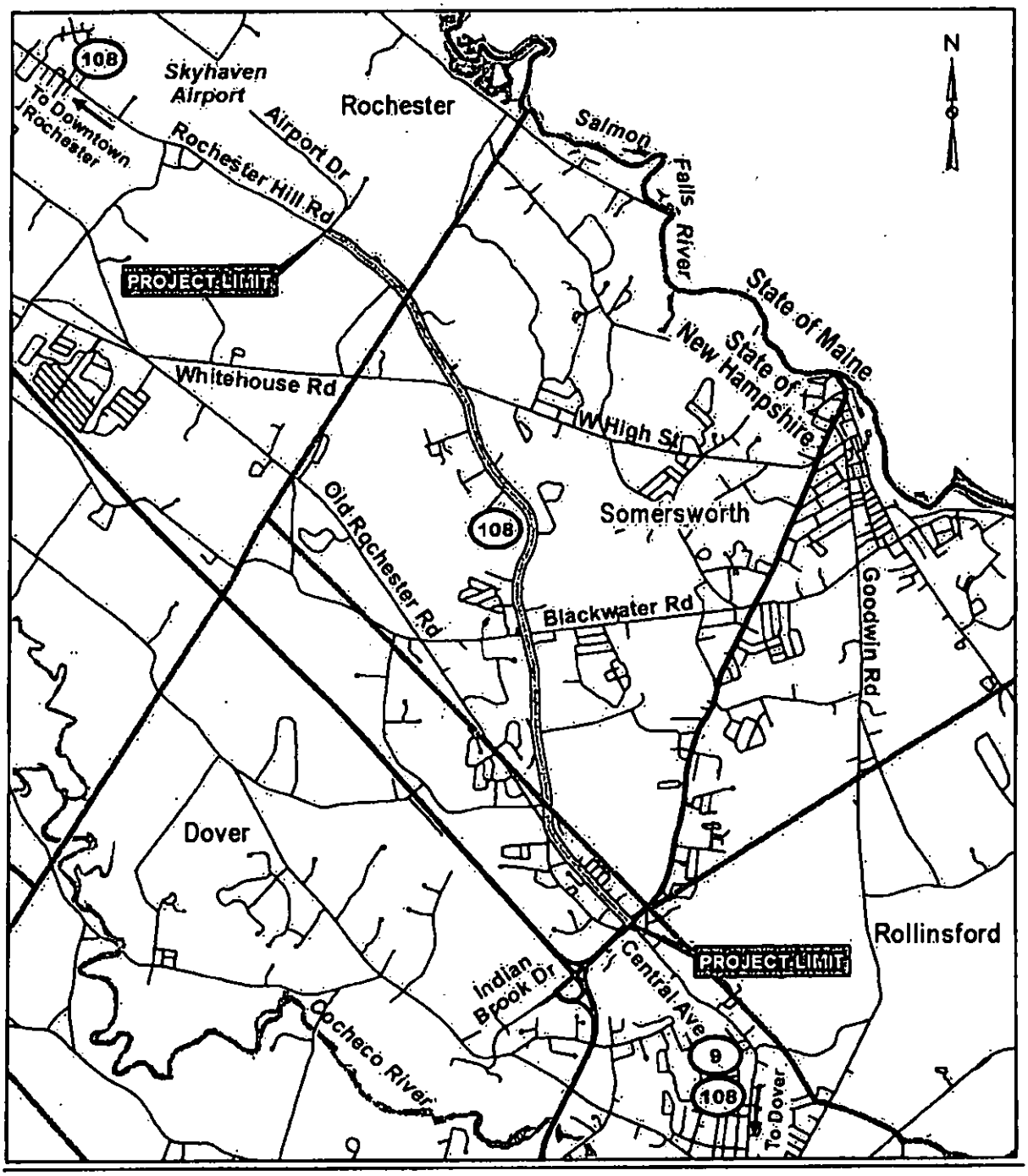

Figure 1 – Project Area

TASK DESCRIPTIONS

Preliminary Engineering

Task 1 Data Collection

Description: MJ will collect existing information from previous studies as well as new information that may be available within the Project Limits. MJ will collect existing information relative to traffic, crash information, utilities, or other available materials. MJ will conduct a field review of the project area noting key engineering, topographic, and land use changes.

Information the Department will provide to MJ includes:

- Available crash data for NH-108 and all intersections within the project limits.
- Existing traffic count data.

Task 2 Topographic Survey and Base Plan Preparation

Description: GM2 will prepare the base plans for the project per their attached scope of services.

The Department will also provide MJ with the most recent ortho-rectified digital aerial photographs of the project area.

Assumptions:

1. The aerial photographs will be provided to MJ by the Department in SID format.

Task 3 Right-of-Way Boundary Preparation

Description: GM2 will complete the boundary survey for the project per their attached scope of services.

Task 4 Traffic Data Collection and Analysis

Description: RSG will conduct the Traffic Data Collection and Analysis for the project as described below.

Data Collection: RSG will gather turning movement count data to include vehicles, bicycles, and pedestrians at the following 20 locations during the AM and PM peak periods (7:00-9:00 AM and 3:00-6:00 PM):

1. NH 108, NH 9 & Indian Brook Drive (signal, turn lanes)
2. NH 108 & Willand Pond Road

3. NH 108 &Willand Avenue
4. NH 108 & Strafford Farms Restaurant Driveway (driveway with a turn lane.)
5. NH 108 & Long Hill Road (signal, turn lanes)
6. NH 108 & Shell Gas Station (driveway with a turn lane)
7. NH 108 & Willand Drive (no signal, no turn lane, Home Depot on the other end theme park driveway off of it)
8. NH 108 & VA Clinic (no turn lane, no signal)
9. NH 108 & Blackwater Road (signal, turn lanes)
10. NH 108 & March Brook Drive (two-way left turn lane)
11. NH 108 & Works Way (two-way left turn lane)
12. NH 108 & Clark Way (turn lane)
13. NH 108 & Pinewood Drive (turn lane)
14. NH 108 & Somersworth Nissan (RT lane)
15. NH 108 & VelcroUSA Driveway (turn lanes)
16. NH 108 & Goodwin Community Health (turn lane, bus stop)
17. NH 108 & Interstate Drive
18. NH 108 & Whitehouse Road/High Street (NH 236) (signal, turn lanes)
19. NH 108 & Haven Hill Road
20. NH 108 & Innovation Drive (signal, turn lanes)

Develop Future Traffic Volumes: The traffic count data will be collected and gathered and then adjusted to reflect a common time period. Growth rates will be developed after examining the regional model, regional transportation and land use plans, and historical traffic count data.

Evaluate Intersection Operations: A microsimulation model will be built of the NH 108 corridor from Indian Brook Drive to Innovation Drive. The corridor will be limited to NH 108 and will not include parallel roadways. Capacity and queuing analysis will be conducted for the existing year, no build design year, and up to 3 build scenarios reflecting any unique combination of intersection designs.

Induced Demand Analysis: If the operational analysis indicates capacity constraints will ease with the preferred alternative, a select link analysis from the regional model will be conducted to determine the likelihood of drawing traffic from the Spaulding Turnpike or Old Rochester Road onto NH 108.

Bicycle & Pedestrian Demand Estimation: As complete streets projects are designed to support use of a broad set of transportation modes, an analysis of the localized bicycle and pedestrian demand will be conducted. This analysis will help identify the most important locations to install bicycle and

pedestrian infrastructure to ensure the areas with high potential use are served.

Transit Access: Transit route information will be gathered and transit operations will be observed. Estimates of transit catchment areas for pedestrian and bicycle access will be included.

Mapping Bicycle & Pedestrian Demand: An online map can be incorporated into the public outreach effort to support identification of areas of bicycle and pedestrian demand, identify existing areas of local concern, and engage stakeholders.

Task 5 Crash Data Collection and Analysis

Description: MJ will use crash data from the Department and local police departments to determine whether any safety issues exist in the corridor. Potential safety issues associated with proposed alternatives will also be determined

Assumptions:

1. Crash data for NH 108 within the project limits will be provided by the Department.
2. MJ will request crash data from the three municipal police departments.

Task 6 Alternative Development & Evaluation

Description: The MJ Team will coordinate with the Department, Stafford Regional Planning Commission, municipalities, and the Working Group to develop alternatives for the NH 108 Corridor.

Task 6.1 Develop Reasonable Alternatives

The MJ Team will develop up to two (2) corridor alternatives for NH Route 108 based on the traffic demand determined in Task 4. The anticipated corridor alternatives are assumed to be a three-lane and five-lane Route 108. For each of the intersections listed below, up to three (3) intersection concepts will be developed and analyzed. It is anticipated that intersection concepts will include both signalized and roundabout control. For scope purposes, one (1) additional intersection will be included.

Intersections:

- NH 108/NH 9/Indian Brook Drive
- NH 108/Hotel Drive/Willand Pond Road
- NH 108/Long Hill Road
- NH 108/Blackwater Road
- NH 108/Whitehouse Road/W. High Street (NH 236)

- NH 108/Innovation Drive

A Design Book will be compiled detailing design criteria, horizontal and vertical alignments, costs estimates, traffic analyses, and plans to document each of the reasonable alternatives.

Assumptions:

1. Plans of the alternatives will include alignments and will depict lane use and overall corridor width. Slope limits will be determined to establish the extent of impacts.
2. No electronic files of the alternatives will be submitted.

Task 6.2 Cost Estimates

Conceptual cost estimates will be developed for each of the alternatives developed. The cost estimates will quantify items such as pavement, earthwork, structures and significant drainage facilities and apply the Department's most recent weighted average unit prices. Other items will be estimated on a percentage basis. Right of way costs will be determined from the assessed value of impacted property. Engineering and mitigation costs will be estimated on a percentage basis.

Task 7 Engineering Report

Description: An Engineering Report will be prepared to summarize all relevant design elements of the project related to the preferred alternative. The report will follow the typical NHDOT outline for Engineering Reports. A constructability discussion will be included for each alternative under consideration.

Assumptions:

1. The report will be submitted first to the Department, revised as needed, then submitted to the Working Group. The reports will then be finalized and provided to the Department for distribution to the appropriate parties.
2. Five (5) copies of draft reports and twenty (20) copies of the final reports will be provided to the Department.
3. The draft and final reports will be posted on the project website.

Task 8 Project Team Meetings

Description: It is expected that over the course of the project, project team meetings will need to be held. These are informal meetings that will take place to discuss a variety of project issues including resource constraints, cost issues, impacts of alternatives and schedule. These meetings would include members of the MJ Team and the Department, but could also include City and City staff, RPC staff, state or federal agency staff, or others as

appropriate. It is assumed that twelve (12) project team meetings will take place.

Assumptions:

1. It is assumed that MJ will average two (2) individuals at all project team meetings.
2. It is assumed that RSG will attend four (4) project team meetings and average one (1) individual.
3. MJ will prepare meeting materials and prepare minutes for project team meetings.

NEPA Documentation

Task 1 Data Collection

Description: Environmental resource information will be based upon readily available published information and studies, agency consultation and field investigations within the study area.

Water Based Resources

- Groundwater: MJ will coordinate with the NHDES Drinking Water & Groundwater Bureau to determine requirements and recommendations for the protection of drinking water supplies, as well as stormwater conveyance and treatment in the vicinity of drinking water supplies and wellhead protection areas.
- Surface Waters: Surface waters in the project area are listed on the 303(d) list of impaired waters with established TMDLs, and Willand Pond is a Class A waterbody. Additionally, the project is located within an MS4 regulated area and will be subject to MS4 redevelopment requirements for stormwater treatment. All current regulatory requirements and restraints associated with water-based resources will be identified and summarized. The analysis of pavement runoff and appropriate treatment will consider all requirements associated with drinking water protections, groundwater protections, and MS4.
- Floodplains: A flood zone is associated with Willand Pond. MJ will prepare a map showing existing FEMA mapped flood zones. It is assumed that no interpolation of floodplain boundaries will be needed. If necessary, MJ will coordinate with the NH Floodplain Manager and FEMA regarding proposed impacts within flood hazard areas.
- Wetlands: Wetlands and streams, including ordinary high water and top of bank, will be delineated within the project limits to the extent of proposed slope and drainage work, and existing or proposed State right-of-way. Up to five (5) additional areas totaling up to five (5) acres will be reviewed once potential stormwater treatment locations are identified.

  MJ will prepare a wetland delineation report that includes the following:
  - locations of delineated features;
  - classifications of wetlands present within the wetland project area;
  - brief description of each wetland's hydrology, soils, and vegetation;
  - flagging number system of each delineated feature;
  - photographs of each identified wetland;
  - description of each wetland's functions and values with inclusion of the Wetlands Function-Value Evaluation Form from the Highway Methodology Workbook Supplement; and
  - Wetland Determination Data Plot Forms

- o Results of stream crossing assessments

- Stream Crossings: MJ will complete a stream assessment at up to 4 stream crossings in the project in compliance with NHDES and NHDOT protocols. No stream crossings in the project area are classified as Tier 3 based on watershed size. It is assumed that the Tier 1 and Tier 2 crossings will not be reclassified as Tier 3 due to other factors such as rare species.

Land Based Resources

- Soils
- Active Farmlands
- Public and Conserved Lands: Publicly owned lands, bicycle and pedestrian trails, and privately conserved lands will be identified from existing databases and through coordination with City officials and the LCIP and LCHIP programs.
- Section 4(f) Resources
- Section 6(f) Resources

Wildlife

- Wildlife and Habitat: MJ will identify areas where habitat connectivity could be improved based on field observations, aerial imagery, and data collected in other tasks.
- Fisheries: MJ will coordinate with NH Fish & Game to obtain input on known fisheries in the project area.
- Threatened and Endangered Species: MJ will utilize existing webtools to request a NH Natural Heritage Bureau (NHB) database review and the USFWS Official Species List.

  The presence of potentially suitable habitat and known populations of listed species in the vicinity of the project will be determined during a single one-day field survey. Any listed species identified in the field will be located with GPS and shown on project mapping. Results of the field survey, including a description of suitable habitat, will be summarized in a letter report and provided to the Department and appropriate State agencies. Presence/absence surveys for northern long-eared bat are not included in this scope.

Cultural Resources (Historic)

Section 106 consultation will be required to identify historic resources and assess adverse effects. A previous NHDOT project *Exit 10: Dover-Rochester 11429* documented this area in 1995-2000. Preservation Company (PC) completed a NHDHR Project Area Form that covered parts of Dover, Somersworth, Rochester, and Barrington. On NH Route 108, PC completed NHDHR inventory forms for 67

individual resources that had been built before ca. 1950, and one historic district. Of those, only four individual properties were determined eligible for the National Register of Historic Places; the other properties and district were determined not eligible.

MJ will initiate consultation with the submittal of a Request for Project Review (RPR), which will consist of the following tasks:

1. For all structures within the APE, assemble and tabulate information on locations, identification, approximate construction dates, and previous surveys (based on a DHR file review completed by PC);
2. Prepare aerial depictions of structures within the APE;
3. Provide photographs of neighborhoods or structures using photographs from field reviews and desktop information such as Google Street View;
4. Describe existing land use within the APE;
5. Discuss the purpose and need for the project and the general nature of possible effects from the project.

The RPR will be submitted to the Department's Cultural Resources Program for forwarding to FHWA and NHDHR.

PC will complete the following:

1. Conduct a file search at NHDHR.
2. Complete a field survey of the project area to locate properties more than fifty years old that have not been previously surveyed, including subdivisions or historic neighborhoods on or adjacent to NH Route 108. Four properties that were previously determined eligible will be field-checked to identify changes, as well as properties determined not eligible that may be impacted by the current project. All resources will be photographed in individual or streetscape views.
3. Map resources on project maps, including all previously surveyed resources, eligible and not eligible, and all un-surveyed properties built prior to 1968.
4. Prepare a table of historic resources, including address, estimated construction date, inventory number if any, National Register eligibility status, integrity and, for the RPR, recommendations for further survey.
5. Update four individual inventory forms for properties previously determined eligible, presented on continuation sheets in compliance with current NHDHR Survey Methodology.
6. Update approximately six individual inventory forms for properties previously determined not eligible that will be affected by the project. Impacts are expected at major intersections.

7. Complete approximately 35 individual inventory forms for determinations of National Register eligibility for resources and structures more than fifty years old and not previously surveyed. This effort includes photography and mapping to NHDHR standards. Research sources will include tax assessments, city directories and deeds. It is estimated that there will be 10 properties in Dover, 15 in Somersworth, and 10 in Rochester.
8. It is assumed that two small subdivisions abutting the main road will require Area Forms. Any historic subdivisions or neighborhoods to be documented on NHDHR Area Forms will be identified in the RPR process prior to completing the forms.

Cultural Resources (Archaeology)

- Archaeological: The archaeological scope of work includes a combined Phase 1A and 1B investigation. MJ will team with Independent Archaeological Consulting (IAC) for this work. IAC will begin the archaeological evaluation with a Phase IA archaeological sensitivity assessment to determine if archaeological resources are known or likely to be present in the project area and follow up with Phase IB subsurface testing in archaeologically sensitive areas. The Phase IA archaeological assessment will consist of reviewing archaeological site files at NHDHR and reviewing soil maps, historic maps and data relating to the use of the project area. IAC will create map overlays that combine GIS and CorelDraw programs to depict sensitivity within the project APE. These map overlays will form the basis of IAC's assessment of where archaeological resources are known to be or expected to be, based on landform, soil, and access to resources, such as water, lithic sources, clay, and flora and fauna. The review of background research will be conducted by the Principal Investigator, Senior Researcher, Project Archaeologist, and an Archaeological Technician familiar with GIS.

  The Phase IA fieldwork will involve the inspection of sensitive areas to look for landforms suitable for Native American habitation or hunting/gathering sites and Euroamerican features, such as cellarholes, wells, and foundations. The Phase IA inspection will include testing with small, round shovel test pits to sample for integrity of deposits. At the conclusion of the Phase IA assessment, IAC will prepare an end-of-field report to document the location of sensitive areas.

  If needed, Phase IB testing will consist of excavating shovel test pits (STPs) in archaeologically sensitive areas to confirm the presence or absence of buried resources. Shovel test pits, each measuring 0.5 m by 0.5 m (1.8 ft by 1.8 ft), will be placed at 8-m intervals with all soils screened through ¼" mesh for the retrieval of artifacts. For scoping

purposes, it is assumed that five areas of sensitivity will require shovel test pits, and a total of 30 shovel test pits will be excavated. If artifacts are recovered, these will be brought to IAC's laboratory in Portsmouth for processing. Labwork will include the washing and cataloging of all artifacts recovered in the field, along with photo labeling, and GIS work (transferral of field data from the Trimble units, correction of field data, input of those data into CorelDraw and onto aerial views of the project area). Labwork will include creating distribution tables and analyzing material culture.

IAC will produce a single comprehensive report indicating both sensitivity and results of testing, as well as recommendations for further survey if needed.

Others

- Social and Economic Resources: MJ will review the corridor, correspond with local and regional planners, and review local and regional plans. The types of economic activity along the corridor and its regional importance will be summarized in general terms. No quantitative analysis of economic activity or tax implications will be undertaken.
- Noise: The latest version of the FHWA Traffic Noise Model (TNM) will be used to model existing noise conditions and identify potential impacts. Existing noise levels will be measured at key locations within the project study area. It is assumed that twelve locations will be monitored for existing noise levels. The horizontal and vertical position of noise measurement locations will be recorded using a GIS grade GPS receiver. Location and elevation data will be determined for sensitive receptors that could reasonably be expected to be impacted by traffic noise or benefitted by noise abatement measures. Locations and elevations of receptors will be determined by a combination of field GPS points and existing plans and aerials. For estimating purposes, it is assumed that horizontal and vertical locations of 80 noise sensitive receptors will be located in the field using GPS. The remainder will be located using available topographic mapping.
- Air Quality: MJ will compile all traffic data needed for the air quality analysis from data collected in Task 4. Air quality impact analysis is addressed in Section 5.4. below.
- Invasive Species: The locations of NH prohibited invasive plants will be delineated within project limits in conjunction with other field investigations. Approximate limits of populations will be located with GPS and shown on project plans.
- Contaminated Properties: MJ will identify properties within 1,000 feet of the project limits that could represent a potential to contain or be a source of hazardous wastes or contaminated materials. The scope of services for the screening will consist of the following tasks: 1) review

of historic aerial photographs to evaluate past and current land use within the project areas, 2) review of State and Federal regulatory databases, which will entail reviewing NHDES OneStop Database files and performing an EDR search, and 3) a site reconnaissance of the project areas to look for observable physical evidence of contamination or potential contamination sources. This information will be described in a summary report that includes a list of all parcels with potential contamination concerns. It is assumed the RASCAL database will not need to be populated during this phase of the project.

- Construction Impacts: Potential construction impacts will be described in general terms along with the management measures likely to be taken to avoid or minimize impacts.

Assumptions:

1. No detailed wildlife field study will be undertaken.
2. No bat acoustic surveys will be conducted.

Task 2 Agency Coordination

Description: MJ will meet with resource agencies at the Department's monthly resource agency meetings and at one field meeting. MJ will attend up to four (4) natural resource agency meetings. MJ will coordinate one (1) field meeting, if needed, with the resource agencies to review resource impacts and potential mitigation measures.

MJ's historical and archeological subconsultants will attend up to five (5) monthly cultural resource agency meetings.

MJ will provide correspondence as needed to keep agencies apprised of progress and get their input. Additionally, MJ will send the standard NHDOT initial contact letter to City officials and applicable local organizations.

Assumptions:

1. MJ will attend four (4) monthly natural resource agency meetings and five (5) monthly cultural resource agency meetings. MJ staff attendance will average two (2) individuals.
2. PC will attend two (2) monthly resource agency meetings with two (2) individuals at each meeting.
3. MJ will average 16 hours per meeting for meeting time, preparing meeting information, and preparing and distributing meeting minutes.

Task 3 Project Purpose and Need

Description: The Purpose and Need Statement will be developed in consultation with the NHDOT. Draft and final versions of the Purpose and Need will be developed and circulated for review.

Assumptions:

1. No more than three iterations of the Purpose and Need will be required.

Task 4 Description of Proposed Action

Description: The MJ Team will describe the Proposed Action.

Task 5 Environmental Impacts of Reasonable Alternatives

Description: MJ will identify resource impacts, potential measures to minimize or mitigate impacts, and possible resource enhancements that could be achieved by the two (2) corridor-wide alternatives and three (3) options for each intersection listed in Task 6, Alternative Development. The impact assessment will be used to inform the selection of the preferred alternative. Methods and assumptions for evaluating impacts are described below.

Task 5.1 Land Use
MJ will identify likely effects on land use along the corridor and will identify potential mitigation actions, if applicable. This will include discussions with planning staff in the impacted communities as necessary.

Task 5.2 Social and Economic Resources
MJ will discuss potential economic impacts of the project in general terms with local and regional planners and officials. Data on bicycles, pedestrians, and transit, collected as part of Task 4, Preliminary Engineering, will also be summarized. The potential kinds of changes in businesses and economic activity along the corridor and its regional importance will be described in general terms. No quantitative analysis is proposed.

Task 5.3 Farmlands
The project is located within an Urbanized Area and is therefore exempt from review under the Farmland Protection Policy Act. Therefore, it is assumed no analysis of farmland soil impacts and no Farmland Conversion Impact Rating Form will be needed.

Task 5.4 Air Quality
MJ will perform an assessment of the potential air quality impacts of the project to determine and/or achieve compliance with the State of New Hampshire Air Quality Implementation Plan, and the provisions set forth in the Clean Air Act Amendments (CAAA) and the National Environmental Policy Act (NEPA). The project is included in the latest Statewide

Transportation Improvement Program plan, so findings of conformity have been completed and no further conformity review is necessary.

MJ will conduct a microscale air quality analysis at the three most congested intersections. These intersections will be selected in consultation with the Department based on traffic volumes and levels of service. The latest version of EPA's *Motor Vehicle Emissions Simulator Model* (MOVES2014a or later) will be used for the analysis. MJ will use existing available vehicle mix data along with standard vehicle and meteorological assumptions as the input variables to calculate emissions factors. Emissions factors, intersection and receptor geometry, traffic volumes and signal timing will be input into the CAL3QHC emission dispersion model to calculate the concentrations of carbon monoxide and particulate matter (PM 2.5 and PM 10) for each alternative. The concentrations will be compared to National Ambient Air Quality Standards to determine whether they will exceed the standards.

Assumptions:

1. It is assumed there will be no violations of the standards.
2. No mitigation measures or analysis of such measures are expected to be needed, and therefore are not included in this scope.
3. It is assumed Mobile Source Air Toxics (MSATs) can be addressed with language provided by FHWA and will not require detailed analysis.

Task 5.5 Noise

TNM will be used to model existing and proposed noise conditions and potential impacts for the project corridor. It is likely that noise levels in some areas will exceed criteria, so it is assumed that a barrier analysis will be needed. MJ will complete the following subtasks:

- Noise Level Analysis – Calculate the existing (no build) and future (build) traffic noise levels at each receptor location within the project area. Receptors include residences or other noise-sensitive land uses that could reasonably be expected to be impacted by traffic noise or benefitted by traffic noise abatement measures. There are approximately 7 neighborhoods and 12 isolated receptors along the corridor, as well as a church and a park that require analysis.
- Noise Impacts – Determine the traffic noise impacts for the existing (no build) and 2 build alternatives. Identify the type (e.g., residential) and number or extent of receptors impacted. For this project, a noise impact occurs wherever and whenever the predicted design year traffic noise level approaches within 1 dBA of the Noise Abatement Criteria or exceeds the existing noise level by 15 dBA or more.
- Noise Abatement Measures – Examine and evaluate noise abatement measures to reduce or eliminate the noise impact of the preferred

alternative. Analyze the potential dimensions, as well as the acoustical and cost effectiveness, of the various abatement measures and determine which measures are feasible and reasonable and which are not. Use TNM to determine noise barrier heights and lengths. All evaluations, recommendations, and documentation of abatement measures will be as specified by the 2016 NHDOT Noise Policy. Costs will be based on square-foot unit costs only. It is assumed 3 barriers will need to be modeled. If noise abatement measures are required, these would be designed during a later project phase.

- Noise Study Report – Document the noise analysis in a Noise Study Report which will include graphical depictions of noise levels at each receptor location. Submit this report in draft form to the Department for preliminary review and revise it per comments received.

Task 5.6 Groundwater Resources

The proximity to each public well and the extent of the project falling within Wellhead Protection Areas, if any, will be quantified. Overlap with City or City wellhead or aquifer protection zoning will be identified. It is assumed no direct impacts to wells will be required and no mitigation measures will be needed.

Task 5.7 Surface Water Resources

MJ will quantify and describe any proposed direct impacts to surface waters. For stream crossings, the NHDES tier classification and design requirements will be identified. Impacts to the Willand Pond protected shoreland will also be quantified and described. Measures for protecting water quality during construction will be described in general terms.

Task 5.8 Chloride Loading

Assessments of chloride (salt) loadings based on the number of travel lanes for the pre-construction and reasonable alternative(s) shall be conducted and will include an analysis of the effects to receiving waters. Existing chloride levels will indicate whether receiving waters have the capacity to absorb additional inputs. If receiving waters do not have the capacity to absorb additional inputs, ways to reduce chloride inputs will be considered and addressed in general terms.

Task 5.9 Pollutant Loading (TN, TP & TSS)

The project goal for nutrient loading is to achieve no net increase in nutrient loading in each receiving water. Permits that will be required during Final Design will be identified, such as the MS4 General Permit and Water Quality Certificate. MJ will investigate appropriate water quality treatment measures necessary to achieve No Net Loading of stormwater pollutants of greatest concern (Total Nitrogen, Total Phosphorus, and Total Suspended Solids) and 80% TSS removal and 50% TP removal. This shall include a pavement runoff analysis for these constituents and volume for the existing

project corridor condition and alternatives (but not the entire watershed) to determine approximate size and placement of structural Best Management Practices (BMPs) to show at the Public Hearing. BMP placement will take into consideration soil conditions, depth to bedrock, groundwater tables, wellhead protection areas, and the proximity to the project's stormwater discharge points.

Task 5.10 Floodplains
The volume of floodplain and floodway intrusion of the NEPA Alternatives will be quantified. Possible mitigation measures will be addressed in general terms, but no mitigation design is assumed. MJ will coordinate with the NH Floodplain Manager, FEMA, and Army Corps on any proposed impacts and potential mitigation.

Task 5.11 Wetlands
Proposed areal impacts to wetlands will be described and quantified. Impacts will be reported by individual wetland, wetland classifications, and wetland functions.

Task 5.12 Wetland Mitigation
Avoidance, minimization, and mitigation measures will be addressed. It is assumed that mitigation will be in the form of an in-lieu fee and/or preservation. MJ will identify up to five (5) potential preservation sites based on information available from the Department from previous project reviews, as well as coordination with resource agency staff, local planners, and local conservation commissions. Potential sites will be reviewed on existing mapping and visited once in the field. Sites with high potential to mitigate project impacts will be presented to natural resource agencies for their review at a NHDOT Natural Resource Agency Coordination Meeting.

Assumptions:

1. No field studies such as groundwater monitoring or formal wetland delineation will be necessary at potential preservation sites.
2. No formal reports on potential sites will be prepared.
3. No mitigation design work will be undertaken under this scope.

Task 5.13 Wildlife/Vegetation/Fisheries
Impacts to wildlife, wildlife habitats, vegetation communities, and fishery resources will be quantified in terms of square footage and described. No formal wildlife studies or mitigation design measures are included in this scope of work. Enhancement measures to improve fish habitat or access to fishing opportunities may be considered in general terms.

Task 5.14 Threatened or Endangered Species
MJ will quantify and describe impacts to the habitat of each threatened or endangered species within the study area, and coordinate with the NH Fish & Game and NH Natural Heritage Bureau on potential impacts to State listed species.

It is anticipated that the project will be eligible for review under the *Federal Highway Administration and Federal Railroad Administration Range-Wide Biological Assessment for Transportation Projects for Indiana Bat and Northern Long-Eared Bat Programmatic Consultation*. MJ will complete the regulatory review determination key in the USFWS IPaC webtool for NHDOT's use in consultation with USFWS.

Task 5.15 Parks/Recreation/Conservation Lands
Impacts to parks, recreation lands, trails, or conservation lands will be quantified and described. Planned parks or trail networks will also be considered. Coordination with appropriate interest groups will occur to determine appropriate mitigation measures for proposed impacts. No formal mitigation design measures are included in this scope of work. See also the Section 4(f) Evaluation task, below.

Task 5.16 Cultural Resources

Task 5.16.1 Area of Potential Effect (APE)
The Area of Potential Effect will be determined in consultation with PC, IAC, NHDOT cultural resources staff, and NHDHR. For the purposes of this scope, the APE is defined as the limits shown in Figure 1.

Task 5.16.2 Historic Resources
Impacts to historic structures or districts that are found to be on or eligible for the National Register of Historic Places will be described and evaluated at a joint meeting of NHDHR, FHWA, and NHDOT. Following a determination of effect, MJ will coordinate with the Department, FHWA, and NHDHR on appropriate mitigation, if needed. MJ will prepare a draft effect memo and, if needed, a Memorandum of Agreement for an Adverse Effect.

Task 5.16.3 Archaeological Resources
The proximity to archaeologically sensitive areas or other archaeological resources, and any necessary protection measures, will be described. It is assumed no known archaeological sites will be disturbed.

Task 5.17 Hazardous Materials
Information from the Summary Report completed in Task 1 of NEPA Documentation will be incorporated into the NEPA document. No detailed analysis will be conducted as part of this scope. Recommendations for

further investigations of the selected alternative will be provided, including qualitative language regarding Limited Reuse Soils.

Task 5.18 Visual Resources
MJ will identify visually sensitive areas along the corridor, such as residential neighborhoods or public parks. The changes in visual appearances in these areas will be described in general terms. Project visualizations will be utilized in this review.

Task 5.19 Environmental Justice
The Department will complete and provide documentation of the environmental justice analysis for the project area. MJ will incorporate the findings into the NEPA document and public involvement plan.

Task 5.20 Construction Impacts
Potential construction impacts and likely mitigation measures will be described in general terms only. These may include detours during construction; erosion and sediment control; air, noise, and dust pollution; and special measures that may be needed to protect water quality.

Task 5.21 Summary of Impacts
Impacts will be summarized in tabular form.

Task 5.22 Environmental Commitments
Environmental commitments will be summarized in this section.

Assumptions:

1. No design work is proposed for mitigation or enhancement measures.

Task 6 Section 4(f) Evaluation

Description: The project area contains potential Section 4(f) resources, including historic resources and recreational areas. It is anticipated that an Individual Section 4(f) Evaluation will be required. The draft and final 4(f) Evaluation will be included as part of the NEPA document but will be written as a standalone document without references to sections within the NEPA document.

MJ will prepare the Section 4(f) Evaluation, which will include the following sections:

- Purpose & Need
- Existing Conditions
- Proposed Action
- Description of 4(f) Properties
- Impacts to 4(f) Properties
- Description of Avoidance Alternatives

- Description of Other Alternatives
- Least Harm Analysis
- Measures to Minimize Harm/Mitigation
- Coordination and Public Participation

The final Draft 4(f) Evaluation will be completed approximately one month prior to the Public Hearing. MJ will provide a preliminary draft to NHDOT for distribution to FHWA for initial review. After addressing any comments from NHDOT and FHWA, MJ will provide 6 hardcopies and 6 CDs to NHDOT for distribution to FHWA, consulting parties and stakeholders, and the Department of Interior.

Task 7 Section 6(f) Evaluation

Description: Potential temporary and permanent impacts to 6(f) properties will be quantified and described. An alternatives analysis, proposed impacts, and avoidance, minimization, and mitigation measures will be summarized in a report. MJ will provide this report to the Department for coordination with FHWA. Once finalized, MJ will provide the report to the NH Division of Parks and Recreation for concurrence on 6(f) impacts. This task includes one field meeting with the Division of Parks and Recreation and the Department, as well as coordination with the Officials with Jurisdiction.

Task 8 Draft Environmental Document

Description: Based on Federal Regulations (23 CFR 771), the project is not likely to have "significant" impacts, and is expected to qualify for classification as a Categorical Exclusion (CE).

The CE will include the following components:

- Project Purpose and Need
- Description of the proposed action
- Alternatives considered
- Resources and environmental effects
- Mitigation measures
- Permit requirements
- Coordination and public participation
- Summary of environmental commitments
- Figures (up to 10) depicting resources within the study area
- Supporting documents and correspondence

The final Draft CE will be completed approximately one month prior to the Public Hearing. The draft CE will be submitted electronically to NHDOT for review. Once comments are received, the draft document will be revised as

needed and a Draft CE will be submitted to the Department for use at the Public Hearing and review by FHWA.

Task 9 Final Environmental Document/Section 4(f) Evaluation

Description: Following the Public Hearing and Finding of Necessity, MJ will revise the document as needed and provide the Department with another opportunity to review. Once all revisions are completed, MJ will provide the Department with the Final CE/4(f) document. Completion of the final document is contingent upon the Finding of Necessity.

NHDOT will submit the Final 4(f) Evaluation to FHWA for legal sufficiency review. MJ will assist NHDOT with addressing any comments that are received and will prepared a revised document.

Public Participation

Task 1 Prepare a Public Involvement Plan

Description: MJ will prepare a Public Involvement Plan, submitting the draft plan for the Department's review. MJ will meet with the Department to review the plan and after receiving comments, will revise, and resubmit the final plan.

Assumptions:

1. Two (2) rounds of revisions of the draft plan are included in this scope.

Task 2 Working Group Meetings

Description: Five (5) meetings will take place with the Project Working Group, a group of City and RPC staff. The Working Group will act in an advisory role.

Assumptions:

1. MJ attendance at each of the five (5) meetings noted above will include up to three (3) MJ representatives.
2. Public facilities will be available to hold the meetings. The Department will secure each meeting location. Also, no special audio-video equipment (other than conventional projector/computer equipment required for technical presentations) will be required for the public meetings. If other equipment is needed, the Department will provide it.
3. MJ will prepare and distribute meeting minutes.

Task 3 Public Officials/Public Informational Meetings

Description: Up to six (6) Public Officials Meetings (POM)/Public Informational Meetings (PIM) will be held (in addition to the Public Hearing included below) to involve elected officials, the public and other interested parties (including identified Consulting Parties) in the project development process. The first series of meetings would be POMs (one each in Dover, Somersworth, and Rochester) to inform the elected officials of important project developments. The second set of meetings would be two (2) PIMs. These PIMs would treat the corridor as one complete project and the public from all three (3) cities would be invited.) During each POM/PIM a presentation will be given. Project graphics will also be displayed for public viewing before and after the meeting.

Assumptions:

1. MJ attendance at each POM/PIM will average five (5) representatives. MJ will create and present the presentation at each POM/PIM.
2. Public facilities will be available to hold the POM/PIMs. The Department will secure each POM/PIM location. Also, no special audio-video equipment (other than conventional projector/computer equipment

required for technical presentations) will be required for the POM/PIMs. If other equipment is needed, the Department will provide it.

3. MJ will prepare project fact sheets, graphic presentations, and displays for each POM/PIM.
4. MJ will prepare meeting summary.
5. The Department will notify local newspapers, radio stations, news stations, etc. about each POM/PIM. MJ will provide the meeting details (dates/location) to each of the three (3) cities for distribution to the public through their standard communication methods. Department will notify applicable resource agencies.
6. Mailed notifications to abutters will be handled by the Department. MJ will create Project Fact Sheets for inclusion with the notification to the abutters. One (1) Project Fact Sheet will be included in each mailing done for the PIM/POMs. The Project Fact Sheet will detail key project elements, key milestones, project objectives and other salient details of the project and list the opportunities for public involvement. The URL address of the project-specific YouTube page (refer to Tasks 5 & 6) will also be included.

Task 4 Walking Tours

Description: MJ will conduct up to three (3) walking tours in the project corridor. MJ assumes one (1) walking tour per City. MJ will invite the public officials, stakeholders, and general public. Walking tours will be held at key locations of interest within the corridor. The walking tours will occur after the first Public Information Meeting (PIM) (see Task 3 above).

Assumptions:

1. The general public will be invited to participate in the walking tours at the first PIM. A sign-up sheet will be available for interested members of the public. In addition, MJ will provide the walking tour details to each of the three (3) cities for distribution to the public through their standard communication methods.
2. Public officials and stakeholders will be invited by email and/or phone as well at the POM meetings and Local Official meetings. The invitation list will be prepared in consultation with the Department. MJ will extend the invitations by email and phone.
3. Participants will be required to wear safety vests provided by the Department. The members of the project team will provide their own safety vests.

Task 5 Project-specific YouTube page / Video Snippets

Description: MJ will develop, update, and maintain a project-specific YouTube page. The ULR address, e.g., *NH Route 108 Complete Streets Improvement Project*, will be determined in consultation with the Department. The YouTube page will contain the MJ-created visualization previously presented to the Department (depicting a potential future condition of the

southern portion of the corridor) and up to six (6) video snippets of key project elements. The video snippets will be created by MJ with an average length of two (2) minutes each. These videos are intended to explain key elements of the project based upon interviewing technical staff and showing graphic depictions of these key elements. By being hosted on a YouTube page the public can obtain information on the project from any device with video capabilities (Smart Phone, computer and similar).

Assumptions:

1. Department will approve the video snippets prior to posting on the YouTube page. One (1) round of revisions is included for each video snippet.

Task 6 Project Fact Sheets

Description: MJ will prepare up to four (4) Project Fact Sheets that will be included in the Department's mailing to project abutters prior to each POM/PIM and will be available at each PIM. The Project Fact Sheets will detail key project details, key milestones, project objectives and other salient details of the project and list opportunities for public involvement. The URL address of the project-specific YouTube page hosting the visualization and video snippets will also be provided.

Assumptions:

1. The Project Fact Sheets will be color and limited to one (1) page double-sided.
2. It is assumed that there will be a maximum of two (2) rounds of revisions for each informational brief.
3. MJ and the Department will print copies for distribution.

Task 7 Project Visualizations

Description: MJ will prepare visualizations for three (3) intersections with two (2) alternatives for each intersection to enhance the public participation and input during the design process to help select the preferred alternative. Once the preferred alternative is selected by NHDOT, MJ will prepare one (1) corridor length visualization. These visualizations will include images of the existing roadway features with the proposed improvements superimposed. Videos of the visualizations will be created to simulate driving or flying through the corridor. The visualizations will depict the major features of the preferred alternative and the major features along the corridor but the visualization will be based upon a flat road and not the elevations existing and proposed.

Task 8 Project Website

Description: MJ will create and maintain a project website. The website will be developed using the Department's template. It will provide project information and updates including plans, meeting notices, meeting minutes, points of contact, and other pertinent information.

Assumptions:

1. The website will follow the latest Department ADA format.
2. The website will be located on an MJ server.
3. Costs for the domain name and hosting are included in the project direct expenses.

Task 9 Public Hearing

Description: A formal Public Hearing will be held at the end of Part A to obtain public comments on the proposed preferred alternative and the draft environmental document. A presentation will be given and graphics displayed for public viewing before and after the meeting. MJ will prepare all graphics and meeting materials. MJ will also assist the Department after the hearing in addressing comments submitted at the hearing.

Assumptions:

1. Department staff will lead the meeting with MJ's assistance.
2. MJ attendance at the meeting will be three (3) individuals.
3. MJ will prepare informational handouts, graphic presentations, and displays for the Public hearing.
4. The Department will prepare the Report of the Commissioner with assistance from MJ.
5. It is assumed that public facilities will be available to hold the Public Hearing. The Department will secure the meeting location. Also, no special audio-video equipment (other than conventional projector/computer equipment required for technical presentations) will be required for the Public Hearing. If other equipment is needed, the Department will provide it.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
STATE PROJECT NO. 29604

DOVER-SOMERSWORTH-ROCHESTER
NH RTE. 108 DESIGN SERVICES AGREEMENT, PART A
(TOPOGRAPHIC AND RIGHT OF WAY SURVEY)

Dover-Somersworth-Rochester 29604 – GM2 Associates, Inc.
SCOPE OF WORK
October 20, 2017, Rev. 5

This assignment includes providing engineering and right of way survey for the proposed improvement study project. This detailed scope of services is intended to supplement the general provisions outlined in the Master Agreement.

General Project Description

This project involves the study of improvements to NH Route 108 from the vicinity of the intersection with Indian Brook Drive in Dover to the vicinity of the intersection with Innovation Drive in Rochester, a distance of approximately 5 miles. The objective of this project is to develop an alternative that will improve safety and mobility of all users by applying "Complete Street" principles with the central goal of achieving an appropriate balance between the needs of motorized, non-motorized, and transit users of the corridor.

The tasks outlined below are associated with the Preliminary Engineering and ROW survey portion of the draft contract provided by the NHDOT (owner).

Scope of Survey Services:

2.0 Topographic Survey and Base Plan Preparation

2.1 Town GIS/Assessors Research

GM2 Associates, Inc. (GM2) will procure abutter ownership and sales information from Dover, Somersworth and Rochester's GIS or other municipal database.

2.2 Abutter Notification Letter Development

The data base developed during the Title search will be used to develop a standard letter of notification for use by the Department.

2.3 Set Survey Control

GM2 will set ground control throughout the project based on New Hampshire State Plane Coordinate System / U.S. Survey Foot and NAVD88 datum for elevation. This control will be documented and presented to the Department for their use. GM2's survey control will be tied into multiple NH survey disks and benchmarks.

2.4 Topographic and Base Map Preparation

GM2 will complete a topographic survey of NH Route 108 and intersecting municipal or state roads as described in the master agreement. Survey will include planimetric features such as roadways, walls, fences, curbing, gutters, swales, tree lines, culverts, signs, ditches, driveways, pavement striping and utilities, including drainage invert elevations, pipe size and material and outfall pipes if visible. The limits of the survey will extend 500 feet beyond the anticipated limits of proposed improvements at the beginning and end of the corridor and extend 100 feet wide centered on the NH Route 108 roadway (50' either side of center of road). A base map will be produced at a scale of 1" = 50' and contours drawn at the 1-foot interval. GM2 will provide NHDOT with electronic copies of survey control data including traverse station data, located monuments and associated files. Traverse stations will be of semi-permanent material.

2.5 Survey Outside of ROW

Any topographic survey outside the limits of survey as described above is limited to a total combined area equal to 5 acres of additional topographic mapping (no extra boundary effort) project wide. If during preliminary design it is discovered that there will be additional potential impacts outside of these scoped limits that would require survey, these areas will be quantified and surveyed as part of the final design process, Part B.

3.0 Right-of-Way Boundary Preparation

3.1 Right of Way Facilitation Meeting

An initial meeting will take place with GM2 and the DEPARTMENT for project overview, review of Historic ROW information and turnover of DEPARTMENT project data and ROW records research.

3.2 Existing Right of Way Research

GM2 will research record information not already available from the Department to aid in the definition of the ROW. It is assumed that all project information available, previously obtained or developed by the Department, if any, including title abstracting, will be available for use. Using record research information (approximately 212 parcels), ROW alignment information, and survey completed/developed to date by the Department (for reference only), survey control will be developed and existing boundary and ROW evidence along NH Route 108 within the project limits will be surveyed. Full boundary survey of abutting properties is not included. GM2 will furnish current owner title information. ROW alignments and layouts to be provided by NHDOT.

3.3 ROW Alignments

If the ROW alignments are non-existent or incomplete, GM2 will analyze the data collected in the field and develop an appropriate alignment to be used as a ROW alignment. Station and offset information on the final existing ROW plan set will reference this alignment.

3.4 Existing Right of Way Boundary Survey

GM2 will complete a boundary survey of NH Route 108 and intersecting municipal or state roads to a minimum distance of 500 feet beyond the anticipated limits of proposed improvements. This survey must be completed in accordance with the minimum standards for an Urban Boundary Survey as detailed in the New Hampshire Code of Administrative Rules (Part Lan 503, Technical Standards), including but not limited to, complete field survey locating appropriate monumentation and development of ROW alignments. GM2's certified NH Licensed Land Surveyor shall prepare a ROW plan, certified for recording, showing ROW alignments where existent and metes and bounds with station and offset information for the existing roadway corridor. Boundary efforts and deliverables will be conducted and prepared in accordance with the minimum standards for an Urban Survey as defined in the New Hampshire Code of Administrative Rules, (Part Lan 503, Technical Standards).

3.5 Develop Existing Right of Way Information

Upon completion of the collection of existing boundary, land record, and existing ROW information along with field data provided and collected, GM2 will compile, analyze, and form professional opinions toward determining the location of the existing ROW. The information gathered and located in the field will be plotted and rectified for use in developing the ROW Plans. The plans will be developed so that they may be recorded at the Strafford County Registrar to define the existing State property limits. The plans will comply with the requirements of the Strafford County Registrar and the NHDOT Registry Plans Checklist.

3.6 Develop Preliminary Registry Plans

The Preliminary Registry Plans will be developed at a scale of 1" = 50' and submitted to the Department for review and comment.

3.7 Address Preliminary Registry Plan Comments

Department comments on the Preliminary Registry Plans will be addressed.

3.8 Develop Final Existing ROW Plans / Record Plans with the S.C.R.D.

The Registry Plans will finalized and recorded by GM2 staff. The digital files required by the Department will be furnished by GM2.

SCOPE ASSUMPTIONS

1. Scope does not include monumentation of any kind.
2. Project meetings will be held at the NHDOT offices in Concord, NH.

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.

McFarland-Johnson, Inc.
(Company)

By: [signature]

Senior Vice President/COO
(Title)

Date: 7/31/18

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.

7/31/18

(Date)

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

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

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

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

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

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

except as here expressly stated (if any):

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

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

7/31/18
(Date)

(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

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

except as here expressly stated (if any):

8/3/18
(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.

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

I, Frank J. Greco, Secretary of McFarland-Johnson, Inc., certify that on March 15, 2018, at a Meeting of the Board of Directors of McFarland-Johnson, Inc., the Directors, acting unanimously, adopted the following resolution:

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

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

I certify that as a result of the action of the Board of Directors, James M. Festa, Senior Vice President/COO/Chief Engineer/Binghamton Regional Office Manager of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Dover-Somersworth-Rochester, X-A004(195), 29604, Part A, in the name of and on behalf of the Corporation for the rendering of services by the Corporation.

Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO
this 31st day of July 2018

Linda M. Monahan
Notary Public

LINDA M. MONAHAN
Notary Public, State of New York
No. 4968747
Residing in Broome County
My commission expires 7/2/22

L:[LOO/MISC/FJG]002A

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

Consultant

WITNESS TO THE CONSULTANT

By: Linda M. Moneta

Administrative Assistant

Dated: 7/31/18

CONSULTANT

By: [signature]

Senior Vice President/COO

(TITLE)

Dated: 7/31/18

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle L. Drown

Dated: 8/3/18

THE STATE OF NEW HAMPSHIRE

By: [signature]

Director of Project Development

for DOT COMMISSIONER

Dated: 8/3/18

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: 8/28/18

By: Allen B. Greenstein

~~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

s:\admin\consult\master agreements\signpages(9).doc

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MCFARLAND-JOHNSON, INC. is a New York Profit Corporation registered to transact business in New Hampshire on February 14, 1969. 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: 2302

Certificate Number: 0004072206

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

William M. Gardner
Secretary of State

MCFAJOH-01 KLISHM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2018

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

PRODUCER
Robert J Hanafin a division of IOA
31 Lewis Street
Suite 201
Binghamton, NY 13901

CONTACT NAME: Renee Davidson
PHONE (A/C, No, Ext): (607) 338-1242 45213 FAX (A/C, No): (607) 754-9797
E-MAIL ADDRESS: renee.davidson@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co of Hartford	20478
INSURER B : Continental Insurance Company	35289
INSURER C : American Casualty Company of Reading, Pennsylvania	20427
INSURER D :	
INSURER E :	
INSURER F :	

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

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		6056803227	01/01/2018	01/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			6056803213	01/01/2018	01/01/2019	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE			6056803244	01/01/2018	01/01/2019	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		6056803230	01/01/2018	01/01/2019	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Val Pprs & Records			6056803227	01/01/2018	01/01/2019	Blanket Limit	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Dover-Somersworth-Rochester, X-A004(195), 29604, Part A

State of New Hampshire and all other parties as required by written contract are additional insured on a primary and noncontributory basis including completed operations in regard to general liability per endorsement numbers CNA74858NY, CNA74987NY.

CERTIFICATE HOLDER

New Hampshire Department of Transportation
P. O. Box 483
7 Hazen Drive
Concord, NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Deborah K Blanchard

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/31/2018

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

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkshire Hathaway Specialty Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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

CERTIFICATE NUMBER: 53535607 REVISION NUMBER:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			47-EPP-305431-01 FULL PRIOR ACTS	06/15/18	06/15/19	Per Claim	5,000,000
							Annual Aggregate	5,000,000
							Deductible per clm	50,000

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

Dover-Somersworth-Rochester, X-A004(195), 29604, Part A

CERTIFICATE HOLDER

New Hampshire Department of Transportation
P. O. Box 483
7 Hazen Drive
Concord, NH 03302-0483
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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