THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

45

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

Bureau of Highway Design
April 10, 2024

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Stantec Consulting Services, Inc., Auburn, NH, Vendor #174802, for an amount not to exceed $438,520.03, for intersection improvements in Brookline (Project # 40662), effective upon Governor and Council approval through December 31, 2026. Funding Type 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2024 and FY 2025, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

04-096-96-963515-3054	FY 2024	FY 2025
Consolidated Federal Aid		
046-500464 Gen Consultants Non-Benefit	$100,000	$338,520.03

EXPLANATION

The Department requires professional engineering and environmental consulting services to select an appropriate proposed action that is supported by the community, technically feasible, environmentally permittable, and economical; develop an approved Environmental Document; and bring the proposed action to a public hearing for layout approval for each intersection project. This agreement is included in the State's Ten-Year Transportation Improvement Plan (Brookline 40662).

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 Brookline 40662, intersection improvements. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on January 12, 2023, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on March 2, 2023, for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three (3) shortlisted firms were notified on April 18, 2023, through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on May 25, 2023, 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 eight (8) 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***
AECOM Technical Services, Inc.	Manchester, NH
BETA Group, Inc.	Manchester, NH
GM2 Associates, Inc.	**Concord, NH**
Greenman-Pedersen, Inc.	Bedford, NH
HEB Engineers, Inc.	North Conway, NH
Howard Stein Hudson	**Boston, MA**
Stantec Consulting Services, Inc.	**Auburn, NH**
Weston & Sampson Engineers, Inc.	Manchester, NH

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

Stantec Consulting Services, Inc. has agreed to furnish the professional engineering services for an amount not to exceed $438,520.03. 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,

William J. Cass, P.E.
Commissioner

Attachments

40662-43768 Brookline May 25, 2023

SERVICES REQUIRED: RDWY, ENV, HYD, SURV, ROW, TRAF, PINV, GEOT, STR

DESCRIPTION:

The Projects include preliminary design, survey, public involvement, final design, and associated environmental & cultural services for two (2) intersections in the Town of Brookline. The planned improvements include the intersections of NH 13/Old Milford Road and NH 13/South Main Street to address safety and improve traffic operations. The NH 13 and South Main Street Intersection improvements are based upon the "Road Safety Audit – Brookline Intersection of South Main Street and NH Route 13, 2021", available under the "Project Specific Information" section of the Department's website. The alternatives may include intersection control and realignment, roadway widening and auxiliary lanes, roundabout, and improvements to address all transportation modes. The advertising date for each is planned in the current Ten-Year Plan

Rating Considerations		Scoring of Firms			
40662-~~4768~~ Brookline 43768		WEIGHT	GM2	HSH	Stantec
Comprehension of the Assignment		20%	18%	16%	20%
Clarity of the Proposal		20%	17%	16%	19%
Capacity to Perform in a Timely Manner		20%	19%	18%	19%
Quality & Experience of Project Manager/Team		20%	17%	17%	19%
Previous Performance		10%	8%	7%	9%
Overall Suitability for the Assignment		10%	8%	8%	9%
Total:		100%	87%	82%	95%

Ranking of Firms: 1. Stantec
2. GM2
3. HSH

Rating Considerations		Scoring of Firms			
40662-~~4768~~ Brookline 43768		WEIGHT	GM2	HSH	Stantec
Comprehension of the Assignment		20%	16%	14%	18%
Clarity of the Proposal		20%	16%	14%	18%
Capacity to Perform in a Timely Manner		20%	8%	6%	8%
Quality & Experience of Project Manager/Team		20%	8%	6%	8%
Previous Performance		10%	8%	6%	8%
Overall Suitability for the Assignment		10%	8%	6%	8%
Total:		100%	64%	52%	68%

Ranking of Firms: 1. Stantec
2. GM2
3. HSH

Rating Considerations		Scoring of Firms			
40662-~~4768~~ Brookline 43768		WEIGHT	GM2	HSH	Stantec
Comprehension of the Assignment		20%	18%	17%	18%
Clarity of the Proposal		20%	18%	17%	18%
Capacity to Perform in a Timely Manner		20%	17%	16%	17%
Quality & Experience of Project Manager/Team		20%	17%	16%	18%
Previous Performance		10%	8%	7%	8%
Overall Suitability for the Assignment		10%	8%	7%	8%
Total:		100%	86%	80%	87%

Ranking of Firms: 1. Stantec
2. GM2
3. HSH

Rating Considerations		Scoring of Firms			
40662-~~4768~~ Brookline 43768		WEIGHT	GM2	HSH	Stantec
Comprehension of the Assignment		20%	19%	15%	20%
Clarity of the Proposal		20%	19%	15%	19%
Capacity to Perform in a Timely Manner		20%	18%	15%	20%
Quality & Experience of Project Manager/Team		20%	19%	17%	19%
Previous Performance		10%	9%	8%	10%
Overall Suitability for the Assignment		10%	8%	7%	10%
Total:		100%	92%	77%	98%

Ranking of Firms: 1. Stantec
2. GM2
3. HSH

Rating Considerations		Scoring of Firms			
40662-~~4768~~ Brookline 43768		WEIGHT	GM2	HSH	Stantec
Comprehension of the Assignment		20%	17%	16%	17%
Clarity of the Proposal		20%	17%	16%	17%
Capacity to Perform in a Timely Manner		20%	18%	18%	17%
Quality & Experience of Project Manager/Team		20%	15%	18%	17%
Previous Performance		10%	7%	7%	9%
Overall Suitability for the Assignment		10%	8%	8%	8%
Total:		100%	82%	83%	85%

Ranking of Firms: 1. Stantec
2. HSH
3. GM2

Rating Considerations		Scoring of Firms			
40662-~~4768~~ Brookline 43768		WEIGHT	GM2	HSH	Stantec
Comprehension of the Assignment		20%	20%	16%	19%
Clarity of the Proposal		20%	18%	19%	19%
Capacity to Perform in a Timely Manner		20%	20%	17%	20%
Quality & Experience of Project Manager/Team		20%	18%	17%	18%
Previous Performance		10%	9%	7%	10%
Overall Suitability for the Assignment		10%	10%	8%	10%
Total:		100%	95%	84%	96%

Ranking of Firms: 1. Stantec
2. GM2
3. HSH

								TOTAL	RANK
GM2	2	2	3	2	2	2		13	2
HSH	3	3	2	3	3	3		17	3
Stantec	1	1	1	1	1	1		6	1

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ATTACHMENTS

A. **SCOPE OF SERVICES FOR PRELIMINARY DESIGN** Prepared by Stantec Consulting Services, Inc. dated February 5, 2024

AGREEMENT EXECUTION ATACHMENTS

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. SIGNATURE PAGE
7. CERTIFICATION OF GOOD STANDING
8. CERTIFICATION OF AUTHORITY/VOTE
9. CERTIFICATION OF INSURANCE

BROOKLINE
X-A004(679)
40662
PRELIMINARY DESIGN

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 16th day of May in the year 2024 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Stantec Consulting Services, Inc., with principal place of business at 5 Dartmouth Drive, Suite 200, in the town of Auburn, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires professional engineering and environmental consulting services to select an appropriate proposed action that is supported by the community, technically feasible, environmentally permittable, and economical; develop an approved Environmental Document; and bring the proposed action to a public hearing for layout approval for each intersection project.

The CONSULTANT'S Fee Proposal dated February 5, 2024, is hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves the study of improvements of the NH Route 13 and Old Milford Road intersection in the Town of Brookline. The intersection was identified in the 2006 Brookline – NH 13 Access Management Study completed by the Nashua Regional Planning Commission (NRPC) to document the existing traffic conditions, understand anticipated the potential development of the corridor, and develop access management recommendations of the corridor.

The Brookline 40662 project proposes to address safety and operations for the intersection of NH Route 13 and Old Milford Road, located approximately 5.1 miles north of the South Main Street intersection and 0.8 miles south of the Brookline – Milford Town line. Concerns identified by the 2006 Access Management Study:

- There are no existing auxiliary lanes within the intersection, and southbound traffic seek to bypass within the 4' shoulders. During access management study public outreach, survey participants identified feeling unsafe and had difficulty turning on to Old Milford Road.
- Old Milford Road is a connection to many residential properties, and the build-out scenario predicts poor levels of service for the Old Milford Road approach.
- High vehicle speeds are documented throughout the NH Route 13 corridor, including at the intersection of Old Milford Road. The study requests additional enforcement.

B. GENERAL SCOPE OF WORK

The development of the preliminary engineering for this project is expected to be performed in two phases (Preliminary Design and Final Design). The goals of the Preliminary Design engineering efforts of this project are to select an appropriate proposed action that is supported by the community, technically feasible, environmentally permittable, and economical; develop an approved Environmental Document; and bring the proposed action to a public hearing for layout approval. The development of improvement alternatives will include public participation involving public and private stakeholders and the public in the decision-making process to aid in the determination of the proposed action and the development of an approved National Environmental Policy Act (NEPA) document. Final Design will encompass the engineering and permitting efforts needed to advance the

design from NEPA approval to project advertising, including final design plans, specifications and estimates for the project. This scope of services is for the first phase (Preliminary Design) only; Final Design is not included in this scope of work.

The development of improvement alternatives will include a dynamic public participation program involving public and private stakeholders and the general public in the decision-making process to aid in the determination of the proposed action. The following general tasks are included, but not limited to the Preliminary Design:

1. Preliminary design to identify deficiencies and develop alternatives.
2. Traffic Data Collection & Analysis
3. Highway Safety Analysis & Design
4. Environmental investigations to prepare and complete all appropriate environmental documentation to satisfy NEPA.
5. Public outreach and involvement support services, including a Public Hearing
6. ROW layout and plan development, including any necessary survey work, for reestablishing and documenting the existing highway right-of-way in a manner suitable for recording at the Registry of Deeds.
7. Access Management
8. Roadway design associated with the preferred alternative.
9. Drainage design, including appropriate water quality evaluations.
10. Maintenance of Traffic
11. Concurrent Contract Administration

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

C. SCOPE OF WORK ([PRELIMINARY OR FINAL] DESIGN)

The work, as further described in the CONSULTANT's Scope of Services dated [Consultant SOW Date] (Revised [revision date]) hereinafter referred to as Attachment A, requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work efforts:

The tasks for Preliminary Design have been divided into three categories: Preliminary Design, Environmental Documentation and Public Participation. The Preliminary Design tasks cover the work required to reevaluate and develop improvement alternatives to arrive at a proposed action. The

ARTICLE I

Environmental Documentation tasks cover the work required to document impacts of the alternatives to all relevant natural and cultural resources. The Public Participation tasks cover public outreach for all aspects of the project. Final design will be undertaken by Part 'C' of the design efforts and will encompass the engineering efforts needed to advance the design from NEPA approval to project advertising.

For reporting and budgeting purposes, the CONSULTANT shall track and invoice all costs for each project independently. The work shall be as described in the CONSULTANT's Scope of Services, ATTACHMENT A, and requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work effort:

a. **Preliminary Design**

Preliminary Design shall consist of all efforts needed to collect data, prepare base plans, develop a range of reasonable alternatives, evaluate alternatives, and investigate their consequences to allow the Department to select a proposed action, in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT. The CONSULTANT shall be responsible for developing engineered plans through an iterative process of design and review involving the DEPARTMENT, STATE, and Federal environmental resource agencies, regional planning commissions, the local community, and the public.

The CONSULTANT shall be responsible for the preparation of complete designs, including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates, and documents for required submissions to the DEPARTMENT, the Federal Highway Administration, and/or any other STATE or Federal agency, that may be required.

The engineering design shall take into consideration all factors affecting the cost of the construction, such as site-specific foundation considerations; earthwork quantities; erosion and sedimentation control; traffic control; water-quality-treatment issues; construction phasing and complexity; utilities affected; right-of-way needs; environmental issues and commitments; cost; construction materials; etc.

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

All plotting, drafting, and calculations performed by the CONSULTANT shall be independently checked by members of the CONSULTANT'S staff other than those who performed the original

work. The work of each stage submission (including quantity estimates) shall have been appropriately checked. The CONSULTANT shall verify all computations and design calculations. The CONSULTANT shall furnish one (1) permanent, legible copy and one electronic format (PDF) copy of the design calculations, suitably bound, and when directed, all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.

i. Data Collection

The CONSULTANT shall collect any pertinent information available within the project limits including, 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.

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. The Department will provide the traffic counts that are currently available for the NH Route 13 intersection through the NHDOT Transportation Data Management System. The Consultant will collect Turning Movement Counts (TMCs) on a Tuesday, Wednesday, or Thursday non-holiday from 6AM to 6PM on days where snow is not expected. This data will be used along with the crash analysis to determine if any new traffic control is needed at the intersection of NH Route 13 and Old Milford Road.

The TMCs will be classified into the following categories: passenger vehicles, motorcycles, single unit trucks, buses, tractor trailers, pedestrians, and bicycles. The CONSULTANT shall process the raw TMC data to create peak hour volume turning movement diagrams, calculate truck percentages and peak hour factors. The roadway network will be balanced for each peak hour with discrepancies applied to high volume driveways as needed. The traffic data will be submitted to the DEPARTMENT for review prior to the development of the design alternatives.

In addition, the CONSULTANT will collect twenty-four-hour (24 hour) traffic data to facilitate the pavement design. The FHWA 13-category axle-based classification will be obtained for the intersection and provided to the Bureau of Traffic. The ATR should also collect speed data to assist with safety and speed analyses.

Any additional data to support multimodal analysis, safety, public outreach, and the environmental documentation will be collected by the CONSULTANT.

ii. Topographic Survey mapping

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

iii. Existing Right-of-Way Plan Development

This work will be performed a CONSULTANT Licensed to practice the profession of Land Surveying in New Hampshire. The CONSULTANT shall be responsible for coordination efforts and will participate in the ROW meetings that will be scheduled with the DEPARTMENT. The CONSULTANT shall be responsible for the coordination and be available for direct contact for all survey related communications with the DEPARTMENT, including the scheduling of a kickoff meeting with the Bureau of Right of Way for the purpose of obtaining the DEPARTMENT's Right of Way record information for the subject corridor.

The CONSULTANT shall complete an Existing Right of Way Survey of the identified section of NH Route 13, including all intersecting municipal or State roads extending to a minimum distance of 500 ft. beyond the limits of the proposed improvements. All survey work must be completed in accordance with the minimum standards for a Category 3 Urban Class Boundary Survey as defined in the - NH Land Rules 500 and comply with the Technical Standards portion of the aforementioned, and duly defined in the 2017 NHDOT Survey and Technical Standards Manual, requiring all survey work to be supervised by a NH Licensed Land Surveyor. The survey shall include, but is not limited to, a complete field survey locating all available boundary and right of way monumentation and all relevant lines of occupation along the subject corridor.

The CONSULTANT shall prepare an Existing ROW Plan set depicting the ROW limits, record alignments, all standard surveying mapping geometrics, including metes and bounds, curve data, tie lines, additional state interests and easements, centerline station and offset information for all relevant existing Right of Way record lines and monuments. The CONSULTANT will develop the Existing Right of Way survey and control 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's is required to research the following record archival venues until all relevant record information to the subject project is

obtained for consideration of the Right of Way limit determination; municipal records, historical records, state archive records, DOT records, county registry and probate records, and other facilities as needed.

iii. Boundary Survey: The CONSULTANT shall complete the boundary survey in accordance with aforementioned standards with an expected process as follows. Any planned deviation from this process must be approved by the DEPARTMENT prior to execution.:

1. Field reconnaissance of Right-of-Way and abutting boundary monuments.
2. Establish geodetic control network on NH State Plane Coordinate System.
3. Conduct an, on the ground field survey, of the existing Right-of-Way and abutting boundary monuments.
4. Process survey control data using least squares adjustment at 95% confidence level. Process side shot data on adjusted control network and verify.
5. Develop Right-of-Way alignments and establish Right-of-Way limits based on the processed field survey data.

iv. Existing ROW Plan Review: The CONSULTANT shall submit Preliminary Right of Way Plans and a written Survey Report outlining the basis of the survey findings and final Right of Way determination. for review by the DEPARTMENT's Bureau of Right of Way Land Titles Section. The CONSULTANT will be required to attend all ROW facilitation meetings that involve survey related discussions.

v. Development of Final Existing ROW Plan: The CONSULTANT shall address all DEPARTMENT comments resulting from the Preliminary ROW Plan review through a written explanation of how review comments were addressed. Once finalized, the CONSULTANT will be required to record the Existing Right of Way Plan in the applicable County Registry of Deeds. The CONSULTANT shall provide the DEPARTMENT with the Exiting ROW Plans in DGN file format and one full size PDF copy of the recorded plan. The CONSULTANT shall provide the DEPARTMENT with all supporting survey data, including but not limited to; raw data files, adjustment reports, field book notes, geodetic control data, coordinate file of all survey points in ASCII file format and alignment data in .cl or XML format.

iv. Traffic Analysis & Reporting

The CONSULTANT shall complete any macroscopic and microscopic evaluations for the various alternatives as needed to analyze existing and future traffic operations under both no-build and build conditions within each project area. Capacity analyses are

anticipated to be done using Synchro/SimTraffic for signalized and unsignalized intersections and SIDRA for roundabouts.

It is assumed that construction will be completed in 2028. Traffic volumes will be projected to 2048 using an annual growth rate which will be developed through coordination of the Town of Brookline, Nashua Regional Planning Commission, NHDOT, and calculated based on research of historical data in the area. One (1) AM & one (1) PM scenario will be analyzed for up to each design alternative identified in ATTACHMENT A for the corridor and intersections and the no-build condition.

The CONSULTANT shall provide both a draft and final technical memorandum detailing the forecasting methodologies. A traffic operations report will be compiled documenting existing, no-build and build traffic conditions, traffic modeling methodology and results, signal warrant results. The traffic analysis will be reported in terms of Level of Service (LOS) based on delay outputs from Synchro and queue data based on five averaged runs of SimTraffic, as well as and other Measures of Effectiveness (MOEs) determined appropriate for the project and proposed by the CONSULTANT. The results of the traffic and crash data analysis will be submitted to NHDOT for comment, which will be incorporated in the final Design Report.

v. Crash Data Collection & Analysis

The CONSULTANT shall evaluate crash data provided by the DEPARTMENT (in Excel format) to understand the safety performance within the project area. The CONSULTANT shall consider how the alternatives would impact safety.

Crash data for each intersection/roadway segment tabulating crash records based on type, location, and severity up to ten-years. The CONSULTANT shall assess and note patterns of the tabulated data to address potential traffic safety problems. Collision diagrams will not be required.

The results of the crash data analysis will be presented in a technical memorandum that will be submitted to NHDOT for review prior to incorporation in the final Design Report. When appropriate, the AASHTO Highway Safety Manual will be referred to predict the safety performance and compare the benefits to the cost of the proposed design alternatives.

vi. Alternative Development & Evaluation

The CONSULTANT will develop and evaluate a range of alternatives and investigate their consequences to allow the DEPARTMENT to select a proposed action. The alternatives development will coincide with the public outreach working group, informational and public officials' meetings.

vii. Reasonable Alternatives:

Each alternative will be developed to an equal level of detail. Lanes, shoulders, slope impact limits, right of way requirements, environmental impacts, and potential water quality protection measures will be determined for each reasonable alternative. It is anticipated that up to two (2) different reasonable design alternatives will be developed each intersection location. Intersection alternatives will include turn lane warrants, signal warrants, sight distance improvements, design vehicle turning movement improvements.

Each alternative will be submitted to the Department for review. Each submission will include conceptual level plan, profile, typical sections, and cross-sections. In locations where the proposed improvements are minimal and the roadway footprint does not change (e.g. minimal widening, milling and resurfacing, etc.), general (non-critical) cross-sections will not be provided. Cross-sections at all typical (non-critical) driveway locations will not be required.

Conceptual level traffic control will be presented at this time to determine if there are major differences in the alternatives. This is expected to be a short explanation with critical sections, showing phasing, if needed.

A basic drainage study will be performed for the project area. The purpose of this study is to identify existing drainage patterns, establish proposed drainage outlets, and determine the right-of-way that will be required for Stormwater Best Management Practice (BMP) measures. A basic drainage study will be performed for the project based on conceptual drainage and preliminary BMP locations. The purpose of this study is to identify existing drainage patterns, evaluate culverts and stream crossings, establish presumed proposed drainage outlets with approximate flows and determine the right-of-way that will be required for the conceptual BMP measures developed. There will be no closed system analysis or design performed as part of this study. A report will be provided outlining the conceptual pre and post flows at all the presumed outlet locations. This study will be performed only for one of the design alternatives (likely the one featuring the most impervious surface area).

The alternatives will be summarized in a comparison matrix and accompanied by conceptual level cost estimates, with clear explanations of assumptions used to develop the estimates. Calculations supporting the major item categories will be provided at a level consistent with the level of design detail.

viii. Post-Hearing Submission

The CONSULTANT will revise and further develop the selected alternative to address and satisfy the DEPARTMENT's response to Public Hearing public comments. The Post-

Hearing Submission will follow the DEPARTMENT's Post-Hearing Design Review Checklist and Project Development Process. The submission shall consist revised selected alternative roadway, traffic control, drainage and water quality, presentation plans, and other alternative plans developed as well as design, traffic, and drainage reports affected by the public hearing response and DEPARTMENT comments.

ix. Cost Estimates:

Conceptual cost estimates will be developed to progress preliminary design and reduce the range of alternatives for the alternatives. The conceptual alternatives will be compared using a high-level cost per lane mile approach from data supplied by the DEPARMENT.

For the reasonable alternatives and prior to the Public Hearing an estimate will be provided that quantifies items such as pavement, roadway select materials, earthwork, structures, and other major cost items as appropriate, and apply the Department's current weighted average unit prices. Other items such as drainage, traffic control, signing and pavement markings will be estimated on a percentage basis. A spreadsheet will be provided by the Department to assist in the development of this estimate. Right of way acquisition costs will be determined from approximate assessed value of impacted property, relocation assistance and other associated acquisition expenses. Environmental mitigation costs will be estimated based on approximate impacts of wetlands and streams.

x. Design Report

The CONSULTANT shall prepare a Design Report to document the existing conditions for each project, 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. The Design Report format will be supplied by the Department. If a design exception is required, the CONSULTANT shall prepare the design exception document and shall provide supporting documentation to justify the exception.

xi. Project Team Meetings

Project team meetings will be held periodically over the course of the Preliminary Design. Informal meetings (in-person or virtual) will take place, when needed, to discuss design details, coordinate internal DEPARTMENT meetings, coordinate submissions, environmental documentation, or other information to clarify expectations and advance the project are included in the Preliminary Engineering, Environmental, and Public Involvement efforts. Formal Project Meetings (in-person or virtual), as referred to as Over-the-Shoulder Meetings, requiring multiple Bureaus and formal decisions when questions and issues that may include resource constraints, impacts of alternatives, schedule, and cost issues. These meetings will

involve CONSULTANT and DEPARTMENT staff, but may also include representatives of the Town, Southern NH Planning Commission, state or federal agencies, or others as appropriate.

It is anticipated that a total of six (6) project team meetings will be held for the duration of the project. These meetings are in addition to the working group and public informational meetings listed under the Public Participation section below.

xii. Approved Action Deliverables

The CONSULTANT'S final submission shall include hard copy of plans, as well as electronic CAD/D files. The CAD/D files shall consist of the base plans with enhancements in MicroStation format, using DEPARTMENT naming conventions, line styles and character styles. The CAD/D files shall also contain a proposed 3D top line model, complete out to the slope limits. The horizontal, vertical (profiles), and pavement layout shall allow further development toward final design. In addition, the following shall be provided for the preferred alternative: design calculations to support superelevations, preliminary traffic control plan/critical sections, draft construction schedule, proposed right-of-way layout, major utility impacts documented, draft typical sections, cost estimate with supporting quantity calculations, and outstanding issues/concerns.

b. Environment

The NEPA Documentation task covers the documentation needed to comply with the National Environmental Policy Act (NEPA) (including Cultural Resource investigations in accordance with Section 106 of the National Historic Preservation Act). The CONSULTANT shall develop a formal Purpose and Need statement, identify and document impacts of the alternatives to all relevant natural and cultural resources, and identify any permitted requirements. The project will be concurrently managed with the intersection of NH Route 13 and South Main Street. Each intersection is expected to have independent utility and the CONSULTANT shall collect, document, and prepare the NEPA documentation separately.

i. Data Collection

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

i. Water-Based Resources

1. Groundwater: Data regarding aquifers, public water supplies and wells within the study area will be gathered from appropriate sources such as the GRANIT GIS database, New

Hampshire Department of Environmental Services (NHDES) mapping, NHDES Drinking Water and Groundwater Bureaus, inventory data, municipal data, or municipal mapping. The CONSULTANT will describe these resources and display them on project mapping. Data will also be needed to identify any sensitive resources directly adjacent and potentially down gradient of the project area. The mapped resources will be assessed and described in terms of their current and potential use and their relative proximity and potential hydrological connection to the project area. In addition, consideration shall be given to stormwater conveyance and treatment in the vicinity of the drinking water supplies and wellhead protection areas.

2. Surface Waters: The CONSULTANT will review all current regulatory requirements and constraints associated with surface water resources which will be identified and summarized in the environmental document. A review of the most recently approved State 303(d) list will be conducted to identify water quality impairments and Total Maximum Daily Loads (TMDLs) within the project area. The proposed action and alternatives, if necessary, will be assessed to determine adherence to any existing TMDL implementation plans, watershed management plans, and active water quality related permits including but not limited to NHDES Alteration of Terrain (AOT) and; EPA NPDES for Small Municipal Separate Storm Sewers (MS4), and for Construction activities (CGP).

   The CONSULTANT will investigate appropriate water quality treatment measures necessary to minimize nutrient impacts on surface waters. This shall include a pavement area analysis to determine the percent of the pavement treated prior to discharge with the goal of 100% capture and treatment. The approximate size and placement of structural Stormwater Best Management Practices (BMPs) will be shown at the Public Hearing. BMP placement and type will be compliant with current AOT requirements and consideration soil conditions, depth to bedrock, groundwater tables, wellhead protection areas, drinking water protections, groundwater protections, and the proximity to the project's stormwater discharge points.

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

4. 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 sufficient field data to document the delineation. Wetlands will continue to be identified using the 2007 wetland permit numerical designation. If access to private property is

required, landowners will be notified by the DEPARTMENT. The CONSULTANT will survey wetland flagging using a GPS unit with sub-meter accuracy. The CONSULTANT will note any unusual features such as invasive species, disturbed areas, or uncommon wetland types such as bogs or vernal pools. This information will be provided in plan format and in a report that is stamped by a Certified Wetland Scientist (CWS) with a current NH certification, which includes the location of the features, classifications of wetlands present within the wetlands, descriptions of the each wetland's hydrology, soils and vegetation, flagging number system of each delineated feature, photographs, functions and values (including the Wetlands Function-Value Evaluation Form from the Highway Methodology Workbook Supplement), Wetland Determination Data Plot Forms with paired upland and wetland sample data points, and the results of the stream crossing assessments. If required, the CONSULTANT will identify potential wetland mitigation opportunities either within each project or the surrounding area.

5. Invasive Species: The CONSULTANT will determine the presence of invasive species in conjunction with other project field investigations. The type and extent of each distinctive invasive plant population will be identified within the project limits. Approximate locations of populations will be located with GPS and shown on the project plans.
6. Stream Crossings: The CONSULTANT will identify all intermittent and perennial stream crossings within the project study limits. The CONSULTANT will complete stream crossing field data collection assessments for any of the streams identified as Tier 3 in accordance with Env-Wt 900 and any applicable NHDOT field data collection forms. The delineations at stream crossings shall be at a minimum 100' upstream and downstream of the crossing. Data collection shall include a longitudinal profile through the crossing with relative inlet and outlet invert elevations and upstream and downstream streambed elevations. The CONSULTANT will determine the watershed size for each crossing and determine the corresponding Tier classification using the USGS Stream Stats tool. The CONSULTANT will perform Stream Crossing Evaluations 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. The are no specific streams crossing assessments and evaluations identified for the intersection of NH Route 13 and Old Milford Road.
7. 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: Public parks, historic sites, fish and wildlife refuges, 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 Department of Natural & Cultural Resources (DNCR) the NH Department of Resources and Economic Development.

8. 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 Natural and Cultural Resources, 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, as well as the Natural Heritage Bureau's datacheck tool. An acoustic survey is expected for either project.

9. Cultural Resources (Historic): The CONSULTANT will prepare and submit, through the DEPARTMENT, a NH Division of Historical Resources (NHDHR) Request for Project Review (RPR) form for Transportation projects or the Section 106 Programmatic Agreement Appendix A or B Certification Forms, as applicable. The CONSULTANT will be responsible to complete all National Register eligibility survey forms in accordance with NHDHR Survey Policy and Manuals. The CONSULTANT will conduct all Section 106 public outreach efforts with Consulting Parties and municipalities. The CONSULTANT will prepare a draft effect memo and, if needed, c106 for submission to the Advisory Council on Historic Preservation and a Memorandum of Agreement for the Adverse Effect. If needed, following a determination

of adverse effect, the CONSULTANT will coordinate with the DEPARTMENT, the lead federal agent, NHDHR, and Consulting Parties on appropriate mitigation.

Preparation of an Architectural Survey Plan (ASP) is assumed as a planning document for NHDHR.

10. Cultural Resources (Archaeology): The CONSULTANT shall undertake a Phase IA Archaeological Sensitivity Assessment followed by a Phase IB Intensive Archaeological Investigation of areas of sensitivity that may be impacted by the project alternatives, if necessary. The CONSULTANT shall produce a comprehensive report indicating the results of the investigations, identifying areas of sensitivity, and presenting recommendations, if needed for Phase II Determination of Eligibility and Phase III Data Recovery. The CONSULTANT shall complete all necessary phases of archaeology as required to reach a Public Hearing, understanding that additional phases may be completed in Part B.

    Should the Phase 1A investigation identify any sensitive areas that may be impacted by the design alternatives, these areas may be further evaluated through a Phase 1B investigation to determine if resources are present. The CONSULTANT will provide a report in Part A to summarize Phase 1A/1B findings and recommendations. Phase II and any other archeological investigations will be included as an environmental commitment in the NEPA documentation and advanced during Preliminary Design (Part B) of the project.

11. Social and Economic Resources: The DEPARTMENT will develop the socio-economic analysis of the regional social and economic resources. The CONSULTANT will review the Department's analysis and identify the relationship between the study area transportation/circulation pattern, regional and local municipalities' Master Plans, and the businesses and residents within its immediate influence. The CONSULTANT will prepare a short narrative that summarize the applicability of the Department's analysis to each project.

12. Noise: This project is not anticipated to require noise analysis or mitigation, however the CONSULTANT shall perform, as necessary, tasks required to assess the impacts qualitatively on properties to satisfy the National Environmental Policy Act (NEPA) review.

13. Air Quality: This project is not anticipated to require air quality analysis or mitigation, however 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 NEPA.

14. Contaminated Properties: A database search will be undertaken to identify areas with records of hazardous materials or contamination within 1,000 feet of the project limits. This work will also require a review of historic aerial photographs to evaluate past and current land use, and field surveys of the project area 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.

    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.

15. Limited Reuse Soil (LRS): The CONSULTANT shall determine the quantity of LRS generated during construction, by phase if applicable, and determine the ability, due to quantities and any applicable construction phasing, to reuse the LRS within the project limits. The CONSULTANT shall determine and provide figures for potential temporary on-construction-site stockpile locations for excavated LRS.

16. 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 areas qualitatively and include identification of BMP's to minimize impacts. Potential construction impacts and likely mitigation measures will be described. 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.

ii. Agency Coordination

The CONSULTANT will attend up to three (3) 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 up to three (3) of the DEPARTMENT's monthly Cultural Resource meetings and possible field visit, with the lead federal agent and the NHDHR to discuss historic resources and Section 106 findings. The CONSULTANT will be responsible for supplying support graphics, making presentations, and preparing meeting minutes.

iii. Project Purpose and Need

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

iv. Alternatives Development and Evaluation

The CONSULTANT will develop a Summary Matrix of the impacts and effects of the reasonable design alternatives for use by the DEPARTMENT and stakeholders as a planning tool determine the proposed alternative. The alternatives screening and selection process will be summarized in the Environmental Study. This will include initial alternatives concepts, screening criteria and results, and the basis for eliminating alternatives or options.

v. Environmental Impacts of the Proposed Action

As outlined in ATTACHMENT A, 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, 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	

An individual Categorical Exclusion (non-Programmatic) is assumed for purposes of the scope of work and cost for each project. The environmental narrative accompanying the Categorical Exclusion documentation package is anticipated to be approximately 20 pages based on the size, type and context of the project. Mapping for the report will be limited to a topographic map and simple aerial overview (3-4 sheets). Agency correspondence and supporting materials will be provided in appendices.

The floodplain evaluation for the NEPA review will map the location of floodplain/floodway encroachments and discuss project compliance with Executive Order 11988. For purposes of

Section 7 compliance, it is assumed that the project will have "no effect" on federally listed species for each project.

In addition, Land acquisition impacts will be summarized, including any potential displacements. A detailed analysis of neighborhoods, land use, community services, farmlands, energy and utilities is not anticipated to be required.

vi. 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 State Historic Preservation Officer (SHPO), lead Federal agency; and conclusions.

Potential historic and parkland resources potentially subject to Section 4(f) will be identified and mapped. In terms of level of effort, it is assumed that the preferred alternative will have only a de minimis impact to Section 4(f) resources. An individual Section 4(f) review that has extensive alternatives analysis requirements is not anticipated.

vii. Section 6(f)

If any Section 6(f) properties are identified in the scope above and potential impacts to 6(f) properties are required to be quantified. Preliminary activities identified no section 6(f) resources; therefore, this scope assumes that there are no 6(f) properties impacted.

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

The Draft Environmental Document will document the resource impacts outlined in Section C.2.f above. The Environmental Document will incorporate, either directly or by reference, the alternatives analysis and conclusions reached in Section C.2.d above and in the subsequent selection of the proposed alternative. The document will also identify which environmental permits are required, but the actual permit applications will not be undertaken until final design. The Section 4(f) evaluation, resource reports, agency correspondence, and public meeting summaries will be appended. An administrative Draft will be prepared for review by the DEPARTMENT and the lead Federal agency. After comments are addressed by the CONSULTANT, the Draft Environmental Document will be submitted to the DEPARTMENT, the lead Federal agency, and all other parties as directed, for review. Four printed copies and 3 CDs of the Draft Environmental Document /4(f) Evaluation shall be provided by the CONSULTANT.

It is assumed for estimating the level of environmental study for this project will be a Categorical Exclusion (CE) with supporting technical documentation. Prior to commencing the environmental document, the level of environmental study will be reviewed with the DEPARTMENT and adjusted based on the expected impacts of the reasonable alternatives.

ix. 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. Four printed copies of the Final Environmental Document/4(f) Evaluation will be provided to the DEPARTMENT as well as 1 CD (or thumb drive) of the document.

It is assumed that the level of environmental study for this project will be an individual Categorical Exclusion with supporting technical documentation. The Draft Environmental Document package will be revised based on DEPARTMENT and FHWA comments. Two rounds of DEPARTMENT review and one round of FHWA review are anticipated.

c. **Public Participation**

The CONSULTANT shall support a dynamic public participation process that enhances the DEPARTMENT'S "Public Involvement Procedures for New Hampshire Transportation Improvement Projects". The CONSULTANT shall prepare presentation graphics, handouts and support displays for public participation and posting to the DEPARTMENT's project webpage and be available to make presentations and draft meeting minutes for each project. The Public Outreach Process 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. Virtual tools (mobile applications, visualizations, do-it-yourself videos, crowdsourcing, virtual town hall, etc.) should be considered as part of the plan and used when appropriate. It is envisioned the Public Involvement Plan will kick-off the public outreach for the project by initiating contact and input with the Town, setting public involvement goals and expectations, and include a detailed schedule of all activities. It is assumed that implementation of the plan will be a joint effort, performed by the Consultant, the DEPARTMENT, and the Town. The following tasks will be outside of the CONSULTANT scope of work:

- Preparation of public informational meeting/hearing notices.

- Coordination and reservation of meeting spaces.
- Mailing list development and coordination.

Formally responding to public inquiries (outside of the public hearing, public informational and working group meetings). It is envisioned that the DEPARTMENT will respond to public inquiries with CONSULTANT's input.

FHWA Every Day Counts Initiative 5: An allowance has been established for encouraging virtual public involvement throughout the duration of the project. These efforts are intended to supplement the graphic material prepared for the Working Group, Public Official, and Public Informational meetings:

- Provide content for the project website hosted on the DEPARTMENT site
- Provide content for Social media accounts the Department currently maintains
- Incorporate polling and survey tools, such as interactive, real-time polling by text into Public Meetings and workshops
- Live-stream meetings on social media and post 'educational' videos of the project in-between meetings
- The CONSULTANT shall help prepare one questionnaire/survey for each of the public informational meetings to solicit additional input on the design alternatives. MetroQuest is an online public engagement tool that utilizes game-like planning techniques to create compelling, interactive and educational surveys. MetroQuest is currently licensed by the DEPARTMENT offering 14 screen templates designed to optimize engagement quickly (within five minutes) and the platform is compatible with any device – laptops, tablets, smart phones and kiosks. The CONSULTANT will support the creation of said surveys through the DEPARTMENT.
- The CONSULTANT shall gather and draft responses to public inquiries received through the project website and other social media outlets for approval and distribution. The CONSULTANT shall prepare meeting minutes for distribution amongst design team members.

b. <u>Working Group / Project Advisory Committee Meetings</u>

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

CONSULTANT will prepare any needed informational handouts and presentation materials, will assist with presentations as needed, and will document the proceedings. It is assumed that six (6) working group/technical advisory committee meetings will be held throughout the duration of the project. A Working Group meeting may be held in advance of the two public information meetings and in advance of the public hearing. The Group's expertise will assist in the formulation and exploration of the early, larger set of alternatives, will inform the development of the preferred alternative and will enhance the public hearing process. It is advantageous to garner the Working Group's feedback before sharing project progress with the public. Generally, no advertising is needed for the working group meetings, as once the working group is established, these meetings will be announced on the project website and/or by E-mail.

c. Public Informational Meetings & Public Official Meetings

Two (2) Public Informational Meetings and two (2) 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. It is assumed the first Public Informational Meeting will take place early in the design to facilitate discussion of the reasonable range of design alternatives, while the second Public Informational Meeting will focus on the proposed action and will occur during the NEPA process prior to finalizing the Draft Environmental Document. The two (2) public officials' meetings are assumed to support the alternative decision-making and briefings with the Town leadership and/or planning level committees.

The CONSULTANT will prepare any needed informational handouts, presentation materials and graphics, and will assist with presentations and technology, as needed. As outlined in ATTACHMENT A, it is assumed the appropriate technical and number of staff to present, manage, conduct, support and facilitate meetings from the CONSULTANT and its subconsultants will attend these meetings. It is assumed that the following tasks will be outside of the CONSULTANT'S scope of work:

- Providing a stenographer to capture meeting minutes.
- Advertising the meeting in local media and project website.

d. **Public Hearing**

A formal Public Hearing will be held at the end of Preliminary Design 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. The CONSULTANT will also assist the DEPARTMENT in formally addressing comments received through the public hearing process.

d. **Geotechnical**

The DEPARTMENT will complete the full geotechnical program required for the project. The CONSULTANT shall provide preliminary and final subsurface exploration plan development and siting of the subsurface explorations by providing the station(s), offset(s) and associated GPS coordinate(s) for proposed subsurface exploration locations for all, as well as highway design.

e. **Utilities**

The utility coordination for this project will be performed by the DEPARTMENT. The CONSULTANT shall provide existing detail plans to the DEPARTMENT for submission to the utility companies for utility verification. The CONSULTANT shall incorporate utility locations, as identified by the individual utility owner through the verification process, into the plans.

D. QUALITY CONTROL

The CONSULTANT shall be the Engineer-of-Record for this work, as such the CONSULTANT shall be responsible to ensure that the design and supporting documentation is accurate, checked, and thoroughly reviewed prior to each submission. DEPARTMENT staff will review the CONSULTANT'S submissions to ensure that DEPARTMENT objectives are being met and standard practices and procedures are adhered to. It is the CONSULTANT's and the Engineer-of-Record's responsibility to ensure the design is complete, accurate and meets all DEPARTMENT requirements.

The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

The CONSULTANT's designated Quality Control personnel shall sign-off on each submission prior to transmittal to the DEPARTMENT. The CONSULTANT shall, upon request, provide to the DEPARTMENT any and/or all QC documentation pertaining to work efforts on the project.

E. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

ARTICLE I

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. 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.
2. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the CONSULTANT's Right-of-Way Boundary (e.g. existing right-of-way layout per record plans, property lines to a tax map level, parcel owners, title abstracting, etc.) will be provided by the DEPARTMENT in MicroStation format for incorporation into the plans by the CONSULTANT.
3. Plans of prior highway and bridge construction projects within the project limits, as available.
4. The location of all existing and proposed utilities through direct contact with the various utility companies.
5. Geotechnical investigations and recommendations, if available: Electronic files of the Environmental resource data collected in previous studies.
6. Crash data within the study area.
7. Traffic count data.
8. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).

F. WORK SCHEDULE AND PROGRESS REPORTS

See Supplemental Scope of Work, Attachment A for additional detail on the services to be provided.

The CONSULTANT shall begin performance of the services designated in the AGREEMENT 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.

ARTICLE I

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

The CONSULTANT shall report progress to the DEPARTMENT in conjunction with DEPARTMENT'S Standardized Invoicing process. Invoices shall be submitted for each month that there has been more than $10,000 in cumulative billable work since the last invoice, and at least quarterly. For months with no progress or less than $10,000 cumulative work since the last invoice, a status report briefly describing the reasons for little or no progress shall be submitted

G. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment.

1) Presentation and Documentation: The CONSULTANT shall prepare updated colored presentation plans at each formal submission and for presentation at DEPARTMENT meetings as defined below. This is in addition to any public informational/hearing meetings.

   a) Technical Reports: The CONSULTANT shall prepare technical reports, as necessary, throughout the duration of the project to document and summarize relevant technical data. This includes, but is not limited to: Design Report, stormwater reports, or Geotechnical Reports. The intent is to support the design through documentation of critical design decisions with technical reports and supporting material.

   b) Design Report: The CONSULTANT shall update the Design Report using the NHDOT's most recent form, at each submission to document the existing conditions within the project, and to summarize the design decisions and engineering details of the proposed action.

   c) Design Exceptions: Design exceptions, if required, will be completed by the CONSULTANT.

   d) Project Collaboration Meetings: It is expected that over the course of the project, a series of informal collaboration meetings will be held. These collaboration meetings, attended by key Department staff and key Consultant staff, are to be held well in advance of formal submissions. The Consultant will update Department staff on the project status and their approach to various design issues followed by an open and collaborative discussion with

Department staff and the Consultant team sharing their thoughts and suggestions on how best to advance the design. The consultant shall be responsible for scheduling the meetings, preparing an agenda and other presentation materials, and for preparing meeting notes.

e) Project Management Meetings: It is expected that over the course of the project, Project Management Meetings will be held at least bi-monthly through the duration of the design. They will take place to discuss a variety of project management issues, such as outstanding issues, and design schedule. The CONSULTANT shall be responsible for meeting minutes.

f) Department Meeting Presentations: The CONSULTANT shall prepare, present, and explain the project when requested by the DEPARTMENT. These meetings could include, but aren't limited to, Front Office, Estimate Review Committee, Traffic Control Committee, Design Submission meetings, Pre-Advertising meeting, Natural and Cultural Resource meetings. This shall include the preparation and explanation of sketches, alternatives, and plans during the project development process. Meeting notes and conference report memos shall be the responsibility of the CONSULTANT.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in their original format and in the format submitted to the DEPARTMENT.

H. DELIVERABLES

All work and supporting documents compiled under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats;

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

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

Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All files submitted must be fully compatible with the current version of MicroStation being used by the

DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

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

Word Processing:	Microsoft Word 2016 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2016 or NHDOT compatible version
Databases:	Microsoft Access 2016 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:

File Transfer Sites, Bluebeam, SharePoint.

Email: Files 20 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 under this AGREEMENT shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in Vendor Resources and Procurement | NH Department of Information Technology.

b. Website Documents: All documents posted to a website created under this AGREEMENT, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. Compliance requirements can be found at https://www.section508.gov/create/.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

ARTICLE I

Bridge Design Submissions: The plan submissions for bridge structures shall follow, in general, the NHDOT Bridge Design Manual and the "Instructions for Consulting Engineers Concerning Routine Procedures on Bridge Design Projects" formats prepared by the DEPARTMENT

I. Date of Completion

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Design of professional services rendered under this AGREEMENT is December 31, 2026.

ARTICLE II

ARTICLE II – COST PLUS FIXED FEE CONPENSATION OF CONSULTANT

A. GENERAL FEE

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

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

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

   Direct salary costs are estimated at: $118,692.22

2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending December 31, 2022, **159.477%** shall be used for invoicing for the life of the AGREEMENT.

   Overhead costs are estimated at: $189,286.79

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

   The fixed fee is: $30,797.90

4) Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than $200,000, printing, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed

that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than $200,000 shall be invoiced as direct expenses and do not require individual invoices.

Direct expenses are estimated at: $99,743.12

AGREEMENT NOT-TO-EXCEED TOTAL $438,520.03

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

The total amount to be paid under this AGREEMENT shall not exceed **$438,520.03**, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of 1,962 hours), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

B. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed the total amount specified in Article II, Section A unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the not-to-exceed amount specified in Article II, Section A, and the CONSULTANT agrees to use best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within this not-to-exceed amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the not-to-exceed amount specified in Article II, Section A.
4. Changes to the scope of work shall not be considered an authorization to the CONSULTANT to exceed the not-to-exceed amount specified in Article II, Section A.

ARTICLE II

C. PAYMENTS

Monthly payments on account of services rendered under this AGREEMENT may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing.

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

D. ANNUAL INDIRECT COST RATE SUBMISSIONS

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

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

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

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

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

E. RECORDS, REPORTS AND FINAL AUDIT

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

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

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

ARTICLE III – 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

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

ARTICLE IV – STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA – CONFERENCES – INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 5 Dartmouth Drive, Suite 200, Auburn, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

ARTICLE IV

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

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports, or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time,

or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report, or document which shall have been collected, prepared, or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written 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". A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

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.

H. GENERAL CONPLIANCE 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 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.

ARTICLE IV

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.

ARTICLE IV

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).

BROOKLINE 40662/43768
INTERSECTION IMPROVEMENTS
SCOPE OF SERVICES
2/5/2024

Attachment A

Stantec

Project Description

The intent of this assignment is to review alternatives for improvements and develop preliminary design for two intersections in the Town of Brookline: the South Main Street - NH Route 13 Intersection and the Old Milford Road - NH Route 13 Intersection. The work will include developing preliminary design with the goal of determining a selected alternative for each of the intersections with community support to be advanced to a Public Hearing. The projects are five miles apart, and improvements at one will not impact the other, so our intent is to treat each as its own project and examine the full range of potential improvements for each. Speed along NH Route 13 is a common concern at each intersection, as well as lack of turning lanes, some sight distance limitations, and adjacent driveways and turnoffs.

It is anticipated these intersection locations will be advanced together through the initial phase, but deliverables will be provided separately for each intersection location. Deliverables for this project will include the following items for each intersection location: the general equivalent of a conceptual level design (approximately 30%) and Design Report; and a slope and drain design submission (approximately 60%). It is assumed that meetings in the conceptual phase of work will address both locations concurrently. The initial phase of the work will include Field Reconnaissance, Conceptual Design for Alternatives, and Public Informational Meetings. Concept Level Plans will be developed for the Public Hearing including post hearing support to address Public Hearing comments and plan revisions for the Selected Alternatives, and in support for the Report of the Commissioner.

Right of Way, Utility, and Final Design related submissions, and Permitting will be completed under a Part 'C' Contract which is not included in this scope of services.

It is anticipated that the conceptual design development of alternatives will consider the following:

> South Main Street (43768) - NH Route 13 Intersection – Previous alternatives reviewed under the RSA for this location included intersection realignment; intersection realignment with turn lanes; a review of warrants for a full traffic signal; and a roundabout.
>
> Old Milford Road (40662) - NH Route 13 Intersection – Previous alternatives reviewed for this location with the NH 13 Access Management Study recommended the addition of a left turn pocket, and pavement marking improvements on Old Milford Road.

Graphics will be developed for each alternative to document limits of impacts and allow a comparison of the impacts of each alternative.

The project work may include reconfiguring of lanes at the approaches to the intersections, shoulder improvements to improve sight distance, and reconfiguring driveways at the South Main Street intersection, installation/replacement of highway guard rail, new pavement markings and signage, and other items of work as identified by the Department and as described in more detail below.

Task 1 – Preliminary Design

Stantec will start the project by collecting and reviewing existing available information from the Department.

a. Data Collection

Stantec will conduct a field visit and photo document the existing conditions of the intersections. As part of this field reconnaissance, it is anticipated Stantec will:

- Review the complete survey base plan.
- Review previous concept plans and ideas for improvements.
- Review traffic control operations and issues
- Pavement Marking and Signage
    - Note deficiencies or non-standard markings
    - Review existing signs for visibility and message with respect to the intersecting roadways.
- Review existing topography and adjacent features as they relate to sight distance at the intersections, lane use, and driver safety.
- Review areas within and outside the ROW identified for stormwater treatment.
- Document and photograph each intersection.

Stantec will summarize the field reconnaissance in a memo for review by the Department. The memo will note any missing data or information that needs to be collected, as well as summarize general observations, design constraints, and potential design issues. Address comments from Department and finalize memo.

Following the Data Collection Phase and review of the Field Reconnaissance Memo, Stantec will hold a meeting with the Department to discuss the potential conceptual improvements to be developed for the intersections.

b. Topographic Survey / Mapping

It is anticipated the Department will provide the complete survey base plan with topographic survey and detail at each intersection location for review by Stantec. Stantec will submit requests for supplemental survey, as needed. Coordinate with the Department.

c. Field Survey / Right of Way Development

Stantec will schedule a kickoff meeting with the Bureau of Right of Way to obtain the Department's record information for the intersection locations. WPS under subcontract to Stantec will complete an existing right of way and boundary survey and recordable plans at each intersection location. (See attached subconsultant scope from WPS).

d. Traffic Analysis & Reporting

1. Traffic Data Collection

Stantec will gather traffic volume data as needed to analyze existing and future traffic operations under both no-build and build conditions within the project area. The Department will provide the traffic counts that are currently available for the NH Route 13 intersections through the NHDOT Transportation Data Management System. Stantec will collect Turning Movement Counts (TMCs) on a Wednesday or Thursday nonholiday from 7AM to 7PM on days where school is in session and snow is not expected. We understand the Department is compiling crash data and will provide the information to Stantec.

In addition, Stantec will collect 7-day, twenty-four hour (24 hr) traffic data to facilitate the pavement design. The FHWA 13-category axle-based classification will be obtained for each project. The ATR will also collect speed data to assist with safety and speed analyses. Specific locations are as follows:

- NH Route 13 at Massachusetts state line
- South Main Street east of NH Route 13
- Old Milford Road east of NH Route 13
- NH Route 13 north of Old Milford Road

Stantec will review the data obtained and using information from the NHDOT Transportation Data Management System to determine whether an upward volume adjustment to reflect the 2019 pre-COVID conditions is appropriate. The data will then be adjusted to average month conditions using the 2019 monthly adjustment data available on the NHDOT website.

Stantec will develop background traffic growth forecasts based on historic growth rates supplemented with specific growth tied to known development activity. Growth during pandemic years shall be assumed to be zero or greater and during post-pandemic years shall be assumed to be 1% or greater. Projected traffic will be for the years 2026 and 2046. These assumptions and

projections will be provided to NHDOT for concurrence prior to conducting any warrants or analyses.

2. Stantec will conduct traffic analysis for the intersections. We anticipate the intersection design, safety, and capacity considerations, and evaluation including development of alternatives will be progressed as follows:

    - Analysis of unsignalized intersections will be conducted using the most current version of Synchro and the Synchro Inputs checklist available on the NHDOT website.
    - Roundabout analysis will be conducted using the most current version of of the HCM (6th edition also referred to as HCM6).
    - Analysis using SIDRA Intersection 9 software to evaluate operations of potential roundabouts.

    We anticipate the following services under this task:

    a. Develop Synchro files for the existing condition.

    b. Conduct analysis for the existing condition, using existing volumes and design year volumes, including intersection capacity analysis for the following locations:

        a. South Main Street - NH Route 13 Intersection (43768)
        b. Old Milford Road - NH Route 13 Intersection (40662)

    c. Conduct analysis for alternatives development including intersection capacity analysis for the following locations:

        a. South Main Street - NH Route 13 Intersection (43768)
        b. Old Milford Road - NH Route 13 Intersection (40662)

    d. Perform turning lane warrant analysis for each of the two intersections included in the Study:

        a. South Main Street - NH Route 13 Intersection (43768)
        b. Old Milford Road - NH Route 13 Intersection (40662)

    e. Using the traffic data collected and additional factors derived from review of other existing information, Stantec will provide traffic signal warrant analyses as identified in the Federal Highway Administration's (FHWA's) Manual on Uniform Traffic Control Devices (MUTCD) to determine if further consideration of a traffic control signal at the study intersection is justified.

    The traffic signal warrant analysis will consider all nine warrants for the

analysis years. A summary of the findings of the warrants, including Stantec's opinion on whether signalization should be further considered will be included in the Report. In preparing the engineering opinion, Stantec will consider the number of warrants met, how strongly they are met, other traffic control alternatives to signalization, results of traffic modelling, whether warrants are forecasted to be met soon, directional flow patterns, and other factors.

One (1) Over the Shoulder (OTS) meeting will be held virtually to review signal warrants with NHDOT staff. Based on discussion during the OTS meeting, revisions will be made to the signal warrants if necessary.

Perform signal warrant analysis for each of the two intersections included in the Study:

a. South Main Street - NH Route 13 Intersection
b. Old Milford Road - NH Route 13 Intersection

f. Prepare summary reports for each intersection in a brief technical memorandum format to document existing conditions, crash analysis, analysis of alternatives, and recommendations for improvements. Assume two (2) submittals for each location to the Department for review and address comments for each submittal.

e. Crash Data Collection & Analysis

The Department will provide crash data for review by Stantec. Stantec will review crash data and conduct qualitative analysis during development of the alternatives. Stantec will produce crash analysis and trend tables, and develop a narrative for review by the Department prior to including in the summary reports for each intersection.

f. Alternatives Development & Evaluation

Stantec will develop and evaluate a range of conceptual alternatives for each intersection location. It is anticipated that up to five (5) concept alternatives may be developed for the South Main Street intersection and up to three (3) concept alternatives for the Old Milford Road intersection during the public outreach working group, informational and public officials meetings. The alternatives may include new pedestrian facilities within the project limits.

Stantec will provide high-level cost estimates for comparison of conceptual alternatives and to progress the design toward reasonable alternatives.

g. Reasonable Alternatives

The following tasks are anticipated under preliminary engineering to develop the alternatives with the goal of advancing the project to the Public Hearing. Consideration in the design will include preservation of roadway character; access management; traffic calming, safety improvements, sight lines, right-of-way impacts; traffic monitoring ITS requirements; sidewalks and pedestrian facilities, drainage, and shoulders; extent of signage; and trees and landscaping options.

1. The development of alternative designs is anticipated to include intersection design and evaluation of roundabouts along with safety and capacity considerations. Stantec will advance conceptual design plans for two (2) alternatives at each of the intersections as follows:

   a. South Main Street - NH Route 13 Intersection

      - Unsignalized Alternative (assume one (1) concept)
      - Roundabout Alternatives (assume one (1) concept)

   b. Old Milford Road - NH Route 13 Intersection: 40662

      - Unsignalized Alternative (assume two (2) concepts)

2. Stantec will develop conceptual drainage and stormwater quality design to assess ROW impacts. We anticipate the following services under this task:

   a. Review existing watershed catchment areas and HydroCAD model for the existing condition for each intersection location.

   b. Coordinate with the Department on the HydroCAD modeling.

   c. Finalize HydroCAD model for the existing conditions.

   d. Prepare HydroCAD model for the alternatives development and the post development conditions.

   e. Prepare water quality analysis for the alternatives development and the post development conditions.

   f. Assess ROW impacts associated with the stormwater facilities.

3. Develop conceptual Traffic Control Plan and Construction Schedule for each intersection location in coordination with the Department. Prepare presentation to Traffic Control Committee. Attend one (1) meeting. Address comments from meeting.

4. Prepare Decision Design Matrix to assess alternatives.

5. Develop conceptual level cost estimates for each alternative.

6. Prepare topographic survey request. Survey to be completed by the Department.

h. Post Hearing Submission

A formal Public Hearing will be held at the end of Preliminary Design for layout of the proposed action and environmental document to include the existing metes and bounds property boundary information. Stantec will assist the Department in formally addressing comments received through the public hearing process.

Stantec will provide support to address comments after the Public Hearing. The work under this task is anticipated to include:

1. After the Public Hearing, assist Department in response to Public Hearing comments for the Report of the Commissioner.

2. Finalize plans and estimate based on comments received and commitments noted in the Report of the Commissioner. Submit preliminary plans and estimates. Address Department comments. Finalize plans and estimates.

3. Develop full geotechnical request for project, including any stormwater BMP related needs, foundations for mast arms, etc.

i. Cost Estimates (see tasks 1.f, 1.g.5 and h.2 above)

j. Design Report

Prepare Highway Design Reports for each intersection using NHDOT Design Report template.

1. The report shall address and include background information and data, public involvement information, existing roadway information, traffic operations and traffic elements information, design alternatives, pedestrian facilities and ADA compliance, environmental coordination, ROW and ROW impacts, utilities and utilities impacts, pavement, geotechnical, drainage and stormwater, traffic control, proposed layout and the selected alternative, schedule, and supporting information.
2. Prepare supporting documentation for each report to be provided in appendences.

3. Prepare submittals to the Department for each report for review and address comments, Assume three (3) submittals.

Design reports will be stamped and submitted per the latest Engineer of Record policy at the conclusion of Preliminary Design.

k. Project Team Meetings

It is assumed that both projects will be discussed at these meetings. For estimating purposes, half of the time for each meeting will be assigned to each project.

Stantec will lead a project 'Kick off Meeting" once an ATP has been received.

Attend "over the shoulder" project meetings with the Department. Assume six (6) project team meetings total, assuming OTS meetings are at the Department's office in Concord.

Stantec will attend eight (8) Front Office Meetings and two (2) Estimate Review Committee meetings. Stantec will prepare and lead the presentations at each of these meetings, as well as providing conference reports of the meetings.

l. Approved Action Deliverables

Stantec will provide electronic files (CADD and PDF as appropriate) for all plans, supporting documents, and calculations and analyses as part of the work under this task assignment. At the conclusion of this task assignment, Stantec will provide the Department the complete Microstation design data with all supporting files from the top line 3D modeling.

<u>Task 2 – Environmental</u>

Stantec will develop a formal Purpose and Need statement, identify and document impacts of the alternatives to relevant natural and cultural resources, and identify any permitting requirements. Each intersection is expected to be permitted independently and Stantec will collect, document, and prepare the NEPA documentation separately for each location.

a. Data Collection

Stantec will review relevant data sources to identify all environmental resources and/or constraints present within each Project Area. Resources to be identified include:

1. Groundwater: Data regarding aquifers, public water supplies and wells within the study area will be gathered from appropriate sources such as the GRANIT GIS

database, New Hampshire Department of Environmental Services (NHDES) mapping, NHDES Drinking Water and Groundwater Bureaus, inventory data, municipal data or municipal mapping. Stantec will describe these resources and display them on project mapping. Data will also be needed to identify any sensitive resources directly adjacent and potentially down gradient of the project area. The mapped resources will be assessed and described in terms of their current and potential use and their relative proximity and potential hydrological connection to the project area. In addition, consideration shall be given to stormwater conveyance and treatment in the vicinity of the drinking water supplies and wellhead protection areas.

2. Surface Waters: Stantec will review all current regulatory requirements and constraints associated with surface water resources which will be identified and summarized in the environmental document. A review of the most recently approved State 303(d) list will be conducted to identify water quality impairments and Total Maximum Daily Loads (TMDLs) within the project area. The proposed action and alternatives, if necessary, will be assessed to determine adherence to any existing TMDL implementation plans, watershed management plans, and active water quality related permits including but not limited to NHDES Alteration of Terrain (AOT) and; EPA NPDES for Small Municipal Separate Storm Sewers (MS4), and for Construction activities (CGP).

Stantec will investigate appropriate water quality treatment measures necessary to minimize nutrient impacts on surface waters. This shall include a pavement area analysis to determine the percent of the pavement treated prior to discharge with the goal of 100% capture and treatment. The approximate size and placement of structural Best Management Practices (BMPs) will be shown at the Public Hearing. BMP placement and type will be compliant with current AOT requirements and consideration soil conditions, depth to bedrock, groundwater tables, wellhead protection areas, drinking water protections, groundwater protections, and the proximity to the project's stormwater discharge points.

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

4. Wetlands: Stantec will provide a New Hampshire Certified Wetland Scientist to perform a wetland delineation within the project areas. Wetland boundaries will be determined using the technical criteria provided in the Corps of Engineers Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0). Wetland boundaries will be marked with pink, sequentially numbered flagging and the boundaries will be located using a Global Positioning System (GPS) receiver capable of submeter accuracy. Wetland Determination

Data Forms will be completed for identified wetlands and representative photographs will be taken as appropriate. A functional assessment of the delineated wetlands will be performed based on the Corps Highway Methodology Workbook Supplement in accordance with New Hampshire Wetland Rules (Env Wt) 311.10).

Concurrent with the wetland delineation, streams and other potential Waters of the United States will be identified, marked with blue flagging, and located with the GPS receiver. These resources will be identified using the technical criteria established by the New Hampshire Department of Environmental Services and the U.S. Army Corps of Engineers (Corps). Data will be recorded on apparent stream flow regime, substrate, bankfull widths, ordinary high-water mark, water depths, and presence of aquatic organisms and vegetation. Representative photographs will be taken as appropriate. Stream crossing data will be incorporated on the applicable NHDES stream crossing worksheets.

Upon completion of the wetland delineation, Stantec will prepare a report summarizing the methodology and results of the wetland delineation and functional assessment. The report will include applicable resource data and completed data forms, representative site and resource photographs, and a figure showing the locations of the identified resources. We assume that civil survey crews will also locate the wetland and watercourse flags and that these data will be provided to Stantec for review and comparison to our collected GPS data. If areas of discrepancy exist, the more accurate data will be used.

We assume that the delineation will be conducted outside of the growing season but during a time of year with minimal to no snow cover and thawed ground conditions. Costs for follow-up delineation confirmations during the growing season, if requested by state and/or federal agencies, are not included.

5. Invasive Species Mapping:

Concurrent with the delineation Stantec will locate populations of invasive plant species within the project area. Target invasive species include those listed as Type I and Type II in NHDOT's Best Management Practices for the Control of Invasive and Noxious Plant Species (2018) manual. Areas of invasive species will be flagged and located with a GPS receiver capable of submeter accuracy. Data will be collected on invasive species presence and approximate areal coverage within each flagged area. The results of the invasive species surveys will be summarized in the delineation report and a figure of invasive plant locations

will be provided. Please note that the anticipated project schedule assumes that the invasive species surveys will be conducted inside of the growing season.

6. 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: Public parks, historic sites, fish and wildlife refuges, 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 Department of Natural & Cultural Resources (DNCR) the NH Department of Resources and Economic Development

7. 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. Assumes that neither project will impact any streams so no review of the NOAA Essential Fish habitat mapper for either project. Assumes no EFH Assessment Worksheet will be completed.

c. Threatened and Endangered Species: Threatened and endangered species information will be gathered through coordination with the NH Department of Natural and Cultural Resources, NH Fish and Game Department, and the US Fish and Wildlife Service, as well as field investigations. Stantec 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, as well as the Natural Heritage Bureau's data check tool. Coordination will be completed with NHB for any NHB resources indicated on the NHB report for each project. A packet including the information specified in Fis 1004 will be prepared for each project if there are any wildlife species on the NHB report and provided to NHDOT to facilitate coordination with F&G. The IPaC FHWA FRA FTA Programmatic Determination Key

will be completed for both projects. Acoustic surveys are expected for both projects.

Stantec will assist with preparing a letter to initiate informal consultation with USFWS for tricolored bat and any other Endangered Species Act listed species for each project. The letters will describe the project, the acoustic survey results, proposed clearing, and any avoidance and minimization measures suggested for the project. The tricolored bat is anticipated to be listed under the ESA in the fall of 2023.

The northern long-eared bat was listed as federally endangered under the Endangered Species Act on November 30, 2022. The Tricolored bat is anticipated to be listed under the ESA in the fall of 2023. Surveys will be conducted according to current U.S. Fish and Wildlife Service (USFWS) Range-wide Indiana Bat and Northern Long-Eared Bat Survey Guidelines (USFWS Guidelines)[illegible], or the updated 2024 USFWS Guidelines if they are available at the time of survey, to determine presence or probable absence of northern long-eared bats, tricolored bats, and other State or Federal listed bat species that may occur in the project area.

This scope of work includes agency consultation to determine if there are known records of occupied winter or summer bat habitat in the vicinity of the project and acoustic presence/probable absence surveys to determine if listed bat species occur at the project.

a. Agency Consultation and Study Plan Development

Under this task, Stantec will review the USFWS Information for Planning and Conservation (IPaC) tool for listed bat species occurrence and complete the USFWS Northern Long-Eared Bat Rangewide Determination Key (DKey) for each project. Stantec will coordinate with NHDOT to ensure an acoustic survey is recommended. The USFWS recommends submitting a Study Plan for approval prior to initiating field surveys. After generating the Official Species List, and if surveys are deemed appropriate for each project and location by NHDOT, Stantec will develop a Study Plan to be reviewed by NHDOT and submitted to the USFWS for each project. The Study Plan for each project will be written in accordance with the USFWS Guidelines. The Study Plans will each provide methods for detector placement and setup, field data collection, weather monitoring, and data analysis. Any weather proofing or other protection intended to be used for the microphone will be described in the acoustic survey plans. Once finalized, NHDOT will submit the Study Plans to the USFWS.

Stantec will coordinate with the Department to resolve any issues with the survey plans with one virtual meeting, if necessary, to discuss the study plans.

b. Acoustic Bat Field Surveys

Acoustic surveys will be completed between May 15 and August 15, 2024, in accordance with the USFWS Guidance and Study Plans described above. Based on a review of the USFWS Guidelines, the project areas are each assumed to be linear 4 suitable detector nights (considering temperature, wind speed, and precipitation) of survey for each intersection. Based on this proposed level of effort, Stantec will deploy a total of 2 detectors in each of the project sites and operate them until 2 suitable survey nights are achieved at each location or one location will be selected and 4 suitable survey nights, for a total of 4 suitable detector nights for each project. It is assumed that initial deployment of both detectors will be completed in 1 day and retrieved in 1 day after meeting the required number of suitable survey nights. Microphones will be elevated above ground level (AGL) vegetation a minimum of 3 meters. Stantec will coordinate with NHDOT as soon as nights with no bat calls are identified. Stantec will assess for technical faults or issues with the deployment location and redeploy detectors if discovered.

USFWS Guidelines recommend that detector locations be spaced at least 200 meters apart. Therefore, one detector will be located at the intersection of South Main Street - NH Route 13 and one detector at the intersection of the Old Milford Road - NH Route 13.

c. Analysis and Reporting

Stantec will analyze the project's data using Kaleidoscope Pro software (USFWS-approved version 5.4.7 or later approved version, with approved classifier and sensitivity settings) for State and federally listed bat species. Stantec will also visually inspect all high frequency (≥35 kHz) files, including "NoID" files; for each detector night at an individual detector location where Kaleidoscope Pro identifies northern-long eared bat, tricolored bat, or other NH listed bat species presence likely (MLE $P<0.05$). For nights with only probable presence of state listed bat species, the high frequency calls will be reviewed until positive identification of the state listed species. We may also view selected passes using additional software (e.g., SonoBat and AnalookW) during this vetting process. Stantec biologists with experience and training in acoustic bat identification will conduct the qualitative visual vetting, and their credentials and experience will be indicated in the survey report and the acoustic survey plan. Any data collected on nights that do not meet the weather prescription will also be included in the data analysis.

Survey data will be uploaded to the North American Bat Monitoring Program and reported using the protected USFWS reporting spreadsheet according to the set guidelines identified within the worksheets. Data and results of each of the acoustic surveys will be presented in summary reports with attached data sheets

and field maps with the locations of the acoustic detectors. Data analysis and the survey report will be completed after fieldwork and submitted for review by the Department to meet the targeted transmittal to USFWS and NHFGD as determined by the Department based on the project schedule. The data recorded during the surveys will be shared with the Department on an external hard drive.

Upon Notice to Proceed, Stantec will initiate Task 1.1 in April 2024. Task 1.2 (field surveys) will be conducted between May 15 and August 15, 2024, as outlined in the USFWS Guidelines. The summary reports will be provided to CLIENT for review and comment within 4 weeks of completing field work.

Assumptions

- Stantec will have permission to access the project sites.
- Field investigations for the Threatened and Endangered review will be completed as part of other field visits, such as wetland delineations or acoustic surveys.

Deliverables

- A Study Plan will be provided for the presence/absence survey.
- A summary report will be generated including data and results of the acoustic survey.
- USFWS reporting spreadsheet will be completed.
- Data will be uploaded to NA Bat Monitoring Program.
- Raw data will be provided to NHDOT (grouped by site-night (e.g., Site A 7/23/24 in one folder, Site B 7/23/24 in another folder, etc.).

[1] U.S. Fish and Wildlife Service. 2023. Range-wide Indiana Bat and Northern Long-eared Bat Survey Guidelines. U.S. Fish and Wildlife Service, Region 3, Bloomington, MN. 76 pp.

8. Cultural Resources (Historic): Stantec will prepare and submit, through the Department, a NH Division of Historical Resources (NHDHR) Request for Project Review (RPR) form for Transportation projects or the Section 106 Programmatic Agreement Appendix A or B Certification Forms, as applicable. Stantec will be responsible to complete all National Register eligibility survey forms in accordance with NHDHR Survey Policy and Manuals. Stantec will conduct all Section 106 public outreach efforts with Consulting Parties and municipalities. Stantec will prepare a draft effect memo and, if needed, e106 for submission to the Advisory Council on Historic Preservation and a Memorandum of Agreement for the Adverse Effect. If needed, following a determination of adverse effect, Stantec will coordinate with the DEPARTMENT, the lead federal agent, NHDHR, and Consulting Parties on appropriate mitigation.

Preparation of an Architectural Survey Plan (ASP) is assumed as a planning document for NHDHR.

Deliverables

- RPR cover pages for each project (PC will provide RPR reports)
- Appendix A/B or Effect memo (one per each project)
- ASP (completed by PC)
- Inventory forms (completed by PC)
- e106, if cultural resources are adversely affected.
- Draft MOA, including mitigation stipulations (if adversely affected)

See also attached scope of work from Preservation Company.

9. Cultural Resources (Archaeology): Stantec will undertake a Phase IA Archaeological Sensitivity Assessment followed by a Phase IB Intensive Archaeological Investigation of areas of sensitivity that may be impacted by the project alternatives, if necessary. Stantec shall produce a comprehensive report indicating the results of the investigations, identifying areas of sensitivity, and presenting recommendations, if needed for Phase II Determination of Eligibility and Phase III Data Recovery. Stantec shall complete all necessary phases of archaeology as required to reach a Public Hearing, understanding that additional phases may be completed in Part B.

Should the Phase 1A investigation identify any sensitive areas that may be impacted by the design alternatives, these areas may be further evaluated through a Phase 1B investigation to determine if resources are present. Stantec will provide a report in Part A to summarize Phase 1A/1B findings and recommendations. Phase II and any other archeological investigations will be included as an environmental commitment in the NEPA documentation and advanced during Preliminary Design (Part B) of the project.

See also attached scope of work from IAC.

10. Social and Economic Resources: The Department will develop the socio-economic analysis of the regional social and economic resources. Stantec will review the Department's analysis and identify the relationship between the study area transportation/circulation pattern, regional and local municipalities' Master Plans, and the businesses and residents within its immediate influence. Stantec will prepare a short narrative that summarize the applicability of the Department's analysis to each project.

11. Noise: This project is not anticipated to require noise analysis or mitigation. The Department will provide documentation to satisfy the National Environmental

Policy Act (NEPA) review.

12. Air Quality: This project is not anticipated to require air quality analysis or mitigation. The Department will provide documentation to 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 NEPA.

13. Contaminated Properties: A database search will be undertaken to identify areas with records of hazardous materials or contamination within 1,000 feet of the project limits. This work will also require a review of historic aerial photographs to evaluate past and current land use, and field surveys of the project area 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.

Additional investigations will be part of the final design scope of work.

14. Limited Reuse Soil (LRS): Stantec will determine the quantity of LRS generated during construction, by phase if applicable, and determine the ability, due to quantities and any applicable construction phasing, to reuse the LRS within the project limits. Stantec determine and provide figures for potential temporary on-construction-site stockpile locations for excavated LRS.

15. Construction Impacts: Stantec will perform tasks required to assess the potential construction impacts on the natural, cultural and socio-economic resources present within the project areas qualitatively and include identification of BMP's to minimize impacts. Potential construction impacts and likely mitigation measures will be described. 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.

b. Agency Coordination

Stantec will attend two (2) of the Department's monthly Natural Resource Agency meetings and one (1) field meeting, with the agencies to review resource impacts. Stantec will also attend two (2) of the Department's monthly Cultural Resource meetings and one field visit, with the lead federal agency and the NHDHR to discuss historic resources and Section 106 findings. Stantec will be responsible for supplying support graphics, making presentations and preparing meeting minutes. It is assumed that both projects will be discussed at these meetings. For estimating purposes, half of the time for each meeting will be assigned to each project.

c. Project Purpose and Need

Stantec will develop a formal Purpose and Need Statement for the projects consistent with NEPA and other Federal guidelines.

d. Alternatives Development and Evaluation

Stantec will develop a Summary Matrix of the impacts and effects of the reasonable design alternatives for use by the Department and stakeholders as a planning tool determine the proposed alternatives. The summary matrix will quantify the impacts of each alternative onto the project critical resources. For the purpose of the NEPA documentation, a detailed summary matrix is not anticipated. Rather, the alternatives screening and selection process will be summarized for the anticipated Non-Programmatic Categorical Exclusion documents.

e. Description of Proposed Action

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

f. Environmental Impacts of the Proposed Action

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

An individual Categorical Exclusion (non-Programmatic) is assumed for purposes of the scope of work and cost for each project. The environmental narrative accompanying the Categorical Exclusion documentation package is anticipated to be approximately 20 pages based on the size, type and context of the project. Mapping for the report will be limited to a topographic map and simple aerial overview (3-4 sheets). Agency correspondence and supporting materials will be provided in appendices.

The floodplain evaluation for the NEPA review will map the location of floodplain/floodway encroachments and discuss project compliance with Executive Order 11988. For purposes of Section 7 compliance, it is assumed that the projects will have "no effect" on federally-listed species for each project.

In addition, Land acquisition impacts will be summarized, including any potential displacements. A detailed analysis of neighborhoods, land use, community services, farmlands, energy and utilities is not anticipated to be required.

g. Section 4(f)

If necessary, Stantec will prepare Section 4(f) evaluations that comply 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 evaluations 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 State Historic Preservation Officer (SHPO), lead Federal agency; and conclusions.

Potential historic and parkland resources potentially subject to Section 4(f) will be identified and mapped. Stantec will coordinate with officials of jurisdiction regarding the Dickinson Trail within the 40662 project for potential 4(f) impacts. In terms of level of effort, it is assumed that the preferred alternatives will have only a de minimis impact to Section 4(f) resources. An individual Section 4(f) review that has extensive alternatives analysis requirements is not anticipated.

h. Section 6(f)

If any Section 6(f) properties are identified in the scope above, potential impacts to 6(f)properties are required to be quantified. Preliminary activities identified no section 6(f) resources, therefore this scope assumes that there are no 6(f) properties impacted.

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

The Draft Environmental Documents will document the resource impacts outlined above. The Environmental Documents will incorporate, either directly or by reference, the alternatives analysis and conclusions and in the subsequent selection of the proposed alternatives. 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) evaluations, 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 Stantec, the Draft Environmental Documents will be submitted to the Department, the lead Federal agency, and all other parties as directed, for review. Four printed copies and 3 CDs of the Draft Environmental Documents /4(f) Evaluations shall be provided by Stantec.

It is assumed that the level of environmental study for these projects will be a Categorical Exclusion (CE) with supporting technical documentation. The Draft Environmental Document package will be revised based on Department and FHWA comments. Two rounds of DEPARTMENT review and one round of FHWA review are anticipated.

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

Following review of the Draft Environmental Documents and comments received at the Public Hearing, Stantec will meet with the Department and the lead Federal agency to

review and address comments as needed. Stantec will then revise and resubmit the documents. It is anticipated one review will be necessary. Four printed copies of the Final Environmental Documents/4(f) Evaluations will be provided to the Department as well as 1 CD (or thumb drive) of the document.

It is anticipated that the limits of the two APE's will be reviewed and established working with the Department to accommodate the required drainage and stormwater systems of each location and project.

k. Project Team Meetings – Environmental Process

It is assumed that both projects will be discussed at these meetings. For estimating purposes, half of the time for each meeting will be assigned to each project.

Stantec will attend meetings with appropriate Department staff at these points during the Environmental Review Process:

- Historic & Archeological –
  - RPR results
  - Post Phase 1A
  - Phase 1B recommendations
- Water Quality analysis review w/ BOE
- Fish & Wildlife
- Hazardous Materials/Contamination/LRS

Task 3 – Public Participation

Stantec will 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 for each project. It is assumed that both projects will be discussed at all the public and working group meetings. For estimating purposes, half of the time for each meeting and related support tasks will be assigned to each project. The Public Outreach Process Specific tasks include:

a. Prepare a Public Involvement Plan

Stantec will prepare a Public Involvement Plan outlining all elements of the tasks listed below. Virtual tools (mobile applications, visualizations, do-it-yourself videos, crowdsourcing, virtual town hall, etc.) will be considered as part of the plan and used when appropriate. It is envisioned the Public Involvement Plan will kick-off the public outreach for the project by initiating contact and input with the Town, setting public involvement goals and expectations, and include a detailed schedule of all activities. It is assumed that implementation of the plan will be a joint effort, performed by Stantec, the Department, and the Town.

The following tasks will be outside Stantec's scope of work:

- Preparation of public informational meeting/hearing notices.
- Coordination and reservation of meeting spaces.
- Mailing list development and coordination.

Formally responding to public inquiries (outside of the public hearing, public informational and working group meetings). It is envisioned that the Department will respond to public inquiries with Stantec's input.

FHWA Every Day Counts Initiative 5: These efforts are intended to supplement the graphic material prepared for the Working Group, Public Official, and Public Informational meetings. Stantec will assist as follows:

- Provide content for the project website hosted on the Department site
- Provide content for social media accounts the Department currently maintains
- Incorporate polling and survey tools, such as interactive, real-time polling by text into Public Meetings and workshops
- Live-stream meetings on social media and post 'educational' videos of the project in-between meetings
- Help prepare one questionnaire/survey for each of the public informational meetings to solicit additional input on the design alternatives. Stantec will support the creation of said surveys through the Department.
- Gather and draft responses to public inquiries received through the project website and other social media outlets for approval and distribution. Stantec shall prepare meeting minutes for distribution amongst design team members.

b. Working Group / Project Advisory Committee Meetings

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

It is assumed that six (6) working group/technical advisory committee meetings will be held throughout the duration of the project. A Working Group meeting may be held in advance of the two public information meetings and in advance of the public hearing. The Group's expertise will assist in the formulation and exploration of the early, larger set of alternatives, will inform the development of the preferred alternative and will enhance the public hearing process. It is advantageous to garner the Working Group's feedback

before sharing project progress with the public.

Stantec will prepare presentation materials, exhibits & figures, plans, PowerPoints, and other materials required for the Public Hearing, Public Informational Meetings, and PAC meetings.

c. Public Informational Meetings & Public Officials' Meetings

Two (2) Public Informational Meetings and two (2) Public Officials' Meetings will be held to involve the public and other interested parties (including any Section 106 Consulting Parties) in the project development process. It is assumed the first Public Informational Meeting will take place early in the design to facilitate discussion of the reasonable range of design alternatives, while the second Public Informational Meeting will focus on the proposed action and will occur during the NEPA process prior to finalizing the Draft Environmental Document. The two (2) public officials' meetings are assumed to support the alternative decision-making and briefings with the Town leadership and/or planning level committees.

It is assumed that the following tasks will be <u>outside</u> of Stantec's scope of work:

- Providing a stenographer to capture meeting minutes.
- Advertising the meeting in local media and project website.

d. Public Hearing

A formal Public Hearing will be held at the end of Preliminary Design for layout of the proposed action and environmental document to include the existing metes and bounds property boundary information. Stantec will prepare informational handouts and presentation materials and will assist with presentations.

The work under this task is anticipated to include:

1. Refine Selected Alternatives for each intersection and provide a pre-hearing submission, based on the Hearing Checklist. The submittal will include the Design Report, preliminary plans (roll plans) and separate cost estimates. Address Department comments on pre-hearing submission.

2. Prepare handouts and plans for the Public Hearing. It is anticipated this may include refinements to the design at each location including environmental and ROW impacts. Stantec will prepare presentation materials, exhibits & figures, plans, PowerPoints, and other materials required for the Public Hearing.

3. Attend a Pre-Hearing Utility Review Meeting with the Department.

4. Attend Public Hearing dry run.

5. Attend Public Hearing.

6. Assist in developing the Report of the Commissioner

7. Attend Finding of Necessity Meeting

Stantec will prepare presentation materials, exhibits & figures, plans, PowerPoints, and other materials required for the Public Hearing, Public Informational Meetings, and PAC meetings.

Task 4 – Slope and Drainage Submission (60%)

The Preliminary Design plans for the selected alternatives will be advanced through the Slope and Drain submission under this contract. Stantec will review Department comments from the Preliminary Design and incorporate as appropriate into the Slope and Drainage submission. Stantec will conduct a site visit prior to starting the Slope and Drainage portion of the project to review potential changes to existing conditions and the feasibility of the proposed design. Roadway Slope and Drain Plans will be developed to a 60% level to determine limits of work and impacts. Final Design is not included. Electronic copies (PDF) of the Slope and Drain Submission will be provided, including plans, narratives, estimates, schedules, etc. The following submittals will be in accordance with the Department's Design Manual and the Department's Slope and Drain Design

Submission Checklist. Unless otherwise noted, submittals will include four(4) sets of plans and two (2) sets of the supporting documents (calculations, estimates, etc.), along with an electronic set of the drawing files.

Meetings (per location):

Attend "over the shoulder" project meetings with the Department. Assume three (3) project team meetings total, assuming two (2) meetings are virtual and one (1) meeting is at the Department's office in Concord.

Stantec will attend two (2) Front Office Meetings; one (1) Traffic Control Committee meeting; and one (1) Estimate Review Committee meeting. Stantec will prepare and lead the presentations at each of these meetings, as well as providing conference reports of the meetings

Deliverables will include the following (per location):

- The following contract plans will be provided.

  a. Title Page (assume one (1) sheet)

b. Index of Sheets and General Notes including Index of Standard Plans (assume one (1) sheet)..

c. Standard Symbols Sheets (assume two (2) sheets)

d. Project Notes, (assume one (1) sheet)

e. Construction Details (assume two (2) sheets)

f. Typical Sections – Roadway Approach and pavement match and roadway details (assume one (2) sheets)

g. Driveway Details (assume one (1) sheet)

h. General Roadway Plans (assume three (3) sheets for Old Milford Road, and four (4) sheets for South Main Street, both locations at 20 scale).

i. Drainage Notes (assume one (1) sheet)

j. Roadway Profiles (assume three (3) sheets for Old Milford Road, and four (4) sheets for South Main Street, both locations at 20 scale)

k. Pavement Layout and Curbing Plan (assume three (3) sheets for Old Milford Road, and four (4) sheets for South Main Street, both locations at 20 scale).

l. Pavement Marking Plan (assume three (3) sheets for Old Milford Road, and four (4) sheets for South Main Street, both locations at 20 scale). Pavement

m. Signing Plan (assume three (3) sheets for Old Milford Road, and four (4) sheets for South Main Street, both locations at 20 scale).

n. Traffic Control Plans (assume four (4) sheets)

o. Roadway Cross Sections (assume fifteen (15))

p. Preliminary Cost Estimates for each intersection.

q. Construction Schedule

- Traffic Control Plans as necessary to support a Traffic Control Committee meeting presentation. These will be in near final form, showing temporary slopes, barrier, easements, drives, detours and cross sections. Narratives for each phase will be included.

- Design Calculations with a design narrative and outstanding issues

- Drainage Design Report including the design and analysis of closed drainage systems, ditches/swales and stormwater BMPs. Tasks include:

  a. Drainage Design Narrative
  b. Pre- and Post-Development HydroCAD Analyses for the 2-, 10- and 50-year storm events
  c. Drainage Area Delineation by Soil Type
  d. Time of Concentration Flow Paths
  e. BMP Grading
  f. Ditch/Swale Design/Grading
  g. Outlet Control Structure Design
  h. WQV/WQF and GRV Calculations
  i. Pre- and Post-Development Drainage Area Delineation Plans with Soil Types
  j. Pipe Sizing Design and Analysis
  k. Hydraulic Grade Line Analysis
  l. Gutter Flow Analyses for Pavement Drainage
  m. Outlet Protection Sizing
  n. Closed System Drainage Area Delineation Plan

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

GENERAL PROJECT ASSUMPTIONS

These assumptions have been prepared based on discussion with the Department to better define the scope of services. We have utilized these assumptions in deriving the fee proposal for this project. The assumptions are as follows:

Administration:

- Contract task execution and Notice to Proceed are anticipated by **April 15, 2024**.
- The task contract completion will occur within approximately 2 years following the Notice to Proceed with a target date of April 15, 2026.
- Assume that the Department will lead the coordination with the community and property owners, with Stantec's support regarding specifics of design.
- Assume that the Department will conduct all public meetings as are necessary with Stantec's support regarding specifics of design.
- Stantec will lead all technical project meetings.

- The Department will lead the internal Traffic Control Committee Meeting and Front Office Meetings with Stantec's support. Stantec will provide technical presentations and documents to the Department for use at the meetings.
- The project will be developed in Imperial/English units.
- Utility Submission, PPS&E, PS&E Design, Permitting, Bid Phase, and Construction Phase services are not included in this scope of work.
- Assume all project meetings are held either virtually or at the Department in Concord, except the PAC meetings, Public Informational meetings and the Public Hearing, which will be held in Brookline.

Technical:

- The Department will provide the survey base plan.
- The Department will supply the pavement design recommendations, and any necessary geotechnical explorations and recommendations. Stantec will supply electronic files to the Department for their use.
- We understand that utility verifications will be completed by the Department and including all utility coordination. In addition, the Department will provide utility documents and Stantec will incorporate first utility verifications into the plans and CADD drawings.
- Based upon the Department's coordination with Bureau of Environment, we understand that the goal is to treat two times the new pavement area with water quality measures under this project.
- Does not include a rare plants survey
- Utility coordination will be managed by the Department. Stantec will incorporate existing utility information as supplied by the Department into the base plans.
- Stantec has not included IT and computer services to support virtual public meetings under this project.
- Traffic control and traffic management approach will be discussed in the Design Report.

Attachment 1

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

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

Stantec Consulting Services Inc.
(Company)

By: _____

Senior Principal
(Title)

Date: 4/2/2024

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(b)(4)} 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.

4/2/2024
(Date)

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

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

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

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

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

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

except as here expressly stated (if any):

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

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

4/2/2024
(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):

5·6·24
(Date)

(Signature)

Attachment 5

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Attachment 6

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

Consultant

WITNESS TO THE CONSULTANT

By: _____

Principal

Dated: 4/2/2024

CONSULTANT

By: _____

Senior Principal
(TITLE)

Dated: 4/2/2024

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Natasha Tilo

Dated: 5/16/24

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development

for DOT COMMISSIONER

Dated: 5.6.24

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: 5/15/2024

By: _____

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

Business ID: **557168**

Certificate Number: **0006657215**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2024.

David M. Scanlan

Secretary of State

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

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Corporate Counsel** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").

2. On **April 1, 2024**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;

2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.; and

3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

Gerard J. Fortin, PE is a **Senior Principal** of the Corporation, and in that capacity is duly authorized to sign proposals and enter into agreements for professional services in accordance with the Corporation's Signing Authority Policy in connection with the following project:

State of New Hampshire, Department of Transportation – Brookline X-A004(679) 40662
State of New Hampshire, Department of Transportation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 2nd day of April, 2024.

Katharine LaFrance,
Corporate Counsel

STANTEC CONSULTING SERVICES INC.
Corporate Seal

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY) 5/1/2024

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

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

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kcasu@lockton.com

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 Company	22276
INSURER B : AIG Specialty Insurance Company	26883
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 114100
STANTEC CONSULTING SERVICES INC.
410 17TH STREET
SUITE 1400
DENVER CO 80202-4427

COVERAGES CERTIFICATE NUMBER: 20472403 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
\	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2023	10/1/2024	$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS	
3	Contractors Pollution Liab			CPO8085428	10/1/2023	10/1/2025	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
E: PROJECT # 40662. BROOKLINE 40662 INTERSECTION IMPROVEMENTS. PROFESSIONAL DEDUCTIBLE $75,000.

CERTIFICATE HOLDER

20472403
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
7 HAZEN DRIVE
PO BOX 483
CONCORD NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY) 4/25/2024

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

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

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kcasu@lockton.com

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Berkshire Hathaway Specialty Insurance Company	22276
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1415077
STANTEC CONSULTING SERVICES INC.
410 17TH STREET
SUITE 1400
DENVER CO 80202-4427

COVERAGES CERTIFICATE NUMBER: 20472398 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	N	47 - GLO-307584	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	TC2J - CAP - 8E086819 (AOS) TJ - BAP - 8E086820	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	47 - UMO-307585	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	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	N	UB - 3P635310 (AOS) UB - 3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2024 5/1/2024	5/1/2025 5/1/2025	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT # 40662. BROOKLINE 40662 INTERSECTION IMPROVEMENTS. THE STATE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

20472398
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
7 HAZEN DRIVE
PO BOX 483
CONCORD NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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