



TOWN COUNCIL – AGENDA REQUEST FORM

THIS FORM WILL BECOME PART OF THE BACKGROUND INFORMATION USED BY THE COUNCIL AND PUBLIC

Please submit Agenda Request Form, including back up information, 8 days prior to the requested meeting date. **Public Hearing requests must be submitted 20 days prior to the requested meeting date to meet publication deadlines** (exceptions may be authorized by the Town Manager, Chairman/Vice Chair).

MEETING INFORMATION

Date Submitted: 03/29/2024 Date of Meeting: 04/11/2024
Submitted by: Dawn Tuomala Time Required: 10 Minutes
Department: Public Works Background Info. Supplied: Yes No
Speakers: Dawn Tuomala

CATEGORY OF BUSINESS (PLEASE SELECT THE APPROPRIATE BOX)

Appointment: Recognition/Resignation/Retirement:
Public Hearing: Old Business:
New Business: Consent Agenda:
Nonpublic: Other:

TITLE OF ITEM

Sidewalk from Chamberlain Bridge to 360 DW Highway ~

DESCRIPTION OF ITEM

The Department of Transportation has moved the start date of this project from 2032 to 2027 which means the project agreement documents will need to be signed now to allow the engineering to begin. Public Works is requesting the Town Council to allow the town Manager to sign all necessary documents on behalf of the town. +

REFERENCE (IF KNOWN)

RSA: Warrant Article:
Charter Article: Town Meeting:
Other: N/A:

EQUIPMENT REQUIRED (PLEASE SELECT ALL THAT APPLY)

Projector: Grant Requirements:
Easel: Joint Meeting:
Special Seating: Other:
Laptop: None:

CONTACT INFORMATION

Name: Dawn Tuomala Address: Town Hall
Phone: Extension 8537 E-Mail dtuomala@merrimacknh.gov

APPROVAL

Town Manager: Yes No Chair/Vice Chair: Yes No

Hold for Meeting Date:



TOWN OF MERRIMACK INTER-DEPARTMENT COMMUNICATION

DATE: March 29, 2024
AT (OFFICE): DPW Administration

TO: Paul Micali, Town Manager

FROM: Dawn B. Tuomala, PE, LLS, CWS
DPW Director

RE: **Merrimack Transportation Alternatives Program (TAP) #43733**
3,600 Feet - Sidewalk from Chamberlain Bridge to the 360 Plaza

In 2021 Public Works Engineering applied for and was awarded a TAP Grant in the amount of \$1,703,521.18. This would be another 80%/20%, - State Aid/Town Funded project. This project is now being advanced in the NH Department of Transportation (NHDOT) 10 year plan. The project was originally listed for the year 2032 but the State would like to have Construction on this project begin in the year 2027.

The project consists of constructing a sidewalk from where the sidewalk ends at Chamberlain Bridge on the east side out to the Railroad Ave area. Where it will then cross Daniel Webster Highway (DWH) and continue down the west side of DWH, filling in the areas of sidewalk that are presently missing. This will continue down DWH all the way down to the 360 Plaza. This project will also provide for Drainage that is also missing along this section of road.

We would like to request that the Town Manager be able to sign any documents pertaining to the project so that the Design Engineer selection process to begin.

Should you have any questions please let me know,

Dawn

CC: File



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Commissioner

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

March 18, 2024

Dawn B. Tuomala, PE, LLS, CWS
DPW Director
Town of Merrimack
6 Baboosic Lake Road
Merrimack, NH 03054-3683

RE: MERRIMACK, X-A005(173), #43733
Sidewalk on US-3 from Chamberlain Bridge south approximately 3,600ft to near Merrimack 360 Plaza
Transportation Alternatives Program
FIRST PROJECT AGREEMENT

Dear Ms. Tuomala:

Attached for your signature is the proposed **Project Agreement** between NHDOT and the Town of Merrimack. This is a standard agreement that is required for all LPA projects funded through NHDOT. **Please leave the date blank on the first page of this agreement.** Once the agreement has been signed and emailed back to us, I will obtain the required signature here at the Department, date the agreement, and forward an executed original agreement back to you. After the town signs the agreement and returns it to the Department, please schedule a scoping meeting with me to discuss the LPA process and steps the town can take in advance of the notice to proceed with engineering.

Along with the signed agreement, four (4) other items are required to execute this agreement:

- 1) Unique Entity Identifier (UEI) number as described below, please verify number on the top of agreement.
- 2) Certificate of Authority as described below,
- 3) The Town's proposed schedule identifying project milestones with dates. Please use the attached fillable PDF schedule and return to NHDOT along with your signed agreement, there are instructions on the fillable schedule to guide you in filling out appropriate milestone dates along with a graphic flowchart example, and
- 4) The Town's proposed "Person in Responsible Charge" including their LPA certificate number.

The UEI number is the non-proprietary identifier that has replaced the Dun and Bradstreet Data Universal Numbering System (DUNS) number as of April 4th, 2022. The UEI number can be requested in, and assigned by, the System for Award Management (SAM.gov) if your Town does not have one already.

The "Certificate of Authority" shows that the person signing the agreement has the right and authority to sign the agreement on behalf of the Town.

Examples includes:

- Meeting minutes that identify that the Board of Selectmen has authorized the Town Administrator/Town Manager to sign contracts and agreements
- The Town charter or other Town guiding documents, or
- If other options are not possible, then we request a notarized statement on a standardized form

Execution of the agreement does NOT mean that you can begin to spend funds that you expect to have reimbursed as part of the project (there are no exceptions to this). However, there may be steps that are worthwhile to take to advance your project once the agreement is executed. One example is to begin the selection process for a design consultant that will ultimately be working on your project. Please ask me for more details and information once you are ready to begin. We will follow up with you periodically, but it is ultimately up to the Person in Responsible Charge of the project to advance the project.

As your project progresses, you will be required to execute an amended project agreement for any significant changes in your project's scope, schedule, or budget. The Department typically amends a project agreement as least once when bids are received for construction.

The reference document titled "New Hampshire Department of Transportation Local Public Agency (LPA) Manual for the Development of Projects" can be downloaded from our website at the link at:

[Local Public Agency \(LPA\) | Department of Transportation \(nh.gov\)](#)

Please become familiar with the LPA manual as well as the LPA training material as you advance your project. We have attached a checklist for your use in tracking the progress of your project.

Thank you for your attention to these matters and I look forward to helping you begin this project. Please do not hesitate to contact me if you have any questions.

Sincerely,



Thomas E. Jameson, PE
Project Manager
Bureau of Planning and Community Assistance
Telephone: (603) 271-3462

TEJ/lbw
Attachments

cc C.R. Willeke, NHDOT

The Attorney General's Office has approved this template for use on August 25, 2021.

**TRANSPORTATION ALTERNATIVE PROGRAM
PROJECT AGREEMENT
FOR**

TOWN OF MERRIMACK

STATE PROJECT #: 43733
FEDERAL PROJECT #: X-A005(173)
STATE VENDOR #: 177436
UNIQUE ENTITY IDENTIFIER #: CMK7MRV5PDW5

THIS AGREEMENT, is made and entered into this { } day of { }, 20__, between the State of New Hampshire, acting through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Town of Merrimack, hereinafter called the "PROJECT SPONSOR".

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to construct approximately 3,600 linear feet of sidewalk along US 3 from Chamberlain Bridge to Merrimack 360 Plaza in the Town of Merrimack is an eligible project for funding under the Federal Aid Transportation Alternatives Program created under the Federal Bipartisan Infrastructure Law (BIL); and

WHEREAS, the DEPARTMENT has established Project #43733(the "Project") for the aforesaid project, with the project funding and target ad year as represented in the table below; and

Programmed Year of Advertisement	Participating Federal Share <u>80%</u>	Participating Local Share <u>20%</u>	Additional Non-Participating Funds	*Total Budget
2032	\$1,362,816.94	\$340,704.24	\$0.00	*\$1,703,521.18

*The Total Budget shown is the latest approved estimated cost year of FY 2024, inflated at 3.7% per year for 7 years

Additional Administrative Documentation Information: If this information is not available at the time of the Agreement signing, documentation will be sent to the PROJECT SPONSOR by the DEPARTMENT as soon as the information is available:

FEDERAL FAIN #: {Not yet available}
CFDA #20.205 and DESCRIPTION Highway Planning and Construction
SUBAWARD Period of performance start date: {Not yet available}
SUBAWARD Period of performance end date: {Not yet available}
NHDOT Managed: Yes ___ No x
NHDOT Indirect Cost Rate: N/A x 10% ___
Is award Research & Development: Yes ___ No x

WHEREAS, the PROJECT SPONSOR has submitted an Application 21-26TAP to sponsor the Project (the "Application") and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby incorporated and made a part of this AGREEMENT; and

WHEREAS, the PROJECT SPONSOR desires to act as Sponsor and Manager of the Project; and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.
- C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements together with the maintenance of sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed. Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.
- D. The PROJECT SPONSOR shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs. Any and all of these project and financial records must be made available to the DEPARTMENT and Federal Highway Administration at their request.
- F. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.

G. Non-Discrimination:

1. The PROJECT SPONSOR agrees, for itself, its assignees and successors in interest, that it will comply with Title VI of the Civil Rights Act of 1964, (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR receives Federal financial assistance extended by the State of New Hampshire. The ACT and the REGULATIONS are herein incorporated by reference and made a part of this AGREEMENT. This AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.
2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
 - a. That each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
 - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in consideration for an award.*
 - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)
 - d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the performance of this contract. The contractor shall carry out*

applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.

3. The PROJECT SPONSOR shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents.htm>
- H. The PROJECT SPONSOR certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of New Hampshire. The term "principal" for purposes of this Agreement means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the PROJECT SPONSOR. The PROJECT SPONSOR also certifies that it will verify the state and federal suspension and debarment status for all parties (consultant/vendor/contractor, etc.) receiving funds under this Agreement as a sub-Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred party. The PROJECT SPONSOR shall immediately notify the Department if any sub-Agreement party is debarred or suspended, and shall, at the DEPARTMENT'S request, take all steps required by the State to terminate its sub-Agreement relationship with the party for work to be performed under this Agreement.
- I. If the PROJECT SPONSOR defaults or fails to fulfill any part of this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.
- II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:**
- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
 - B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.
 - C. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.

III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:

- A. That the PROJECT SPONSOR will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in the Table on page 1. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.
- D. That the PROJECT SPONSOR agrees to commence the PROJECT within 6 months of AGREEMENT execution date noted in the first paragraph of page 1. The PROJECT SPONSOR agrees to complete the Preliminary Engineering (PE) Phase of the PROJECT on or BEFORE December 31st of the Programmed Year of Advertisement date noted in the table on page 1, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension to either the START or END date. Such application for extension must be made in writing, providing an explanation of the reasons for the delay, and proposing a revised schedule. Failure to meet any deadline without good cause or failure to submit an extension request may cause the DEPARTMENT to cancel its participation in this Project at its sole discretion, in which case any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.
- E. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- F. This AGREEMENT may be amended to incorporate changes in project scope, schedule, and/or budget that may arise through the development and design stages of the project, pursuant to approval by the Governor and the Executive Council as Item No. 47 on March 23, 2022. Such amendments will be effective upon execution of an instrument in writing signed by both parties hereto. Otherwise, this AGREEMENT may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto, and only after approval of such amendment, waiver of discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule, or policy.
- G. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such

termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.

- H. Pursuant to authorization by the Governor and Executive Council, as Item No. 47 on March 23, 2022, this AGREEMENT is effective upon the date shown on page one of this AGREEMENT. The DEPARTMENT will include this AGREEMENT in its annual report to the Governor and the Executive Council on the status of all active Federal Local Public Agency (LPA) projects.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above.

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

TOWN OF MERRIMACK

By: _____

Signature: _____

William J. Cass, PE
Commissioner
State of New Hampshire
Department of Transportation

Name (typed): _____

Title: _____

LOCALLY-MANAGED FEDERAL PROJECT CHECKLIST

Project Name: MERRIMACK **DOT #**43733 **Federal #**X-A005(173)

Agreements **Received** from NHDOT: _____ Sent back to NHDOT: _____

With UEI Number: _____ With Certificate of Authority: _____

Executed Agreement **Received** from NHDOT: _____

Scoping Meeting scheduled with NHDOT: _____

Notice to Proceed Effective: _____

Consultant QBS Process **Approved by NHDOT:** _____

Consultant Selected _____ **NHDOT Approved:** _____

Consultant Scope & Fee sent to NHDOT: _____ **NHDOT Approved:** _____

S&F for Eng. Study/PE sent to NHDOT: _____ **NHDOT Approved:** _____

Engineering Study sent to NHDOT: _____ **NHDOT Approved:** _____

S&F for Design-Bids sent to NHDOT: _____ **NHDOT Approved:** _____

Preliminary Plans sent to NHDOT: _____ **NHDOT Approved:** _____

Final Design Plans & Contract Proposal sent NHDOT: _____ **NHDOT Approved:** _____

S&F for Construction Engineering sent to NHDOT: _____ **NHDOT Approved:** _____

Environmental Documentation sent: _____ ROW Documentation sent: _____

NHDOT notice of approval to advertise the project received: _____

Tabulation of Bids sent to NHDOT: _____ **NHDOT Approved:** _____

Copy of newspaper advertisement: _____ **Sent to NHDOT:** _____

Notice of Award: _____ **Sent to NHDOT:** _____

Construction Contract: _____ **Sent to NHDOT:** _____

As-Built Plan Mylars sent to NHDOT: _____

Request for Reimbursement of Final Costs sent to NHDOT: _____

Project Close-out forms sent to NHDOT: _____

Reimbursement of Final Costs **Received** from NHDOT: _____

Local Public Agency (LPA) Project Design Schedule

PROJECT NAME: MERRIMACK
 PROJECT NUMBER: 43733

PROJECT DESCRIPTION: Const. 3,600 LF of sidewalk along US3 from Chamberlain Bridge to Merrimack 360 plaza.

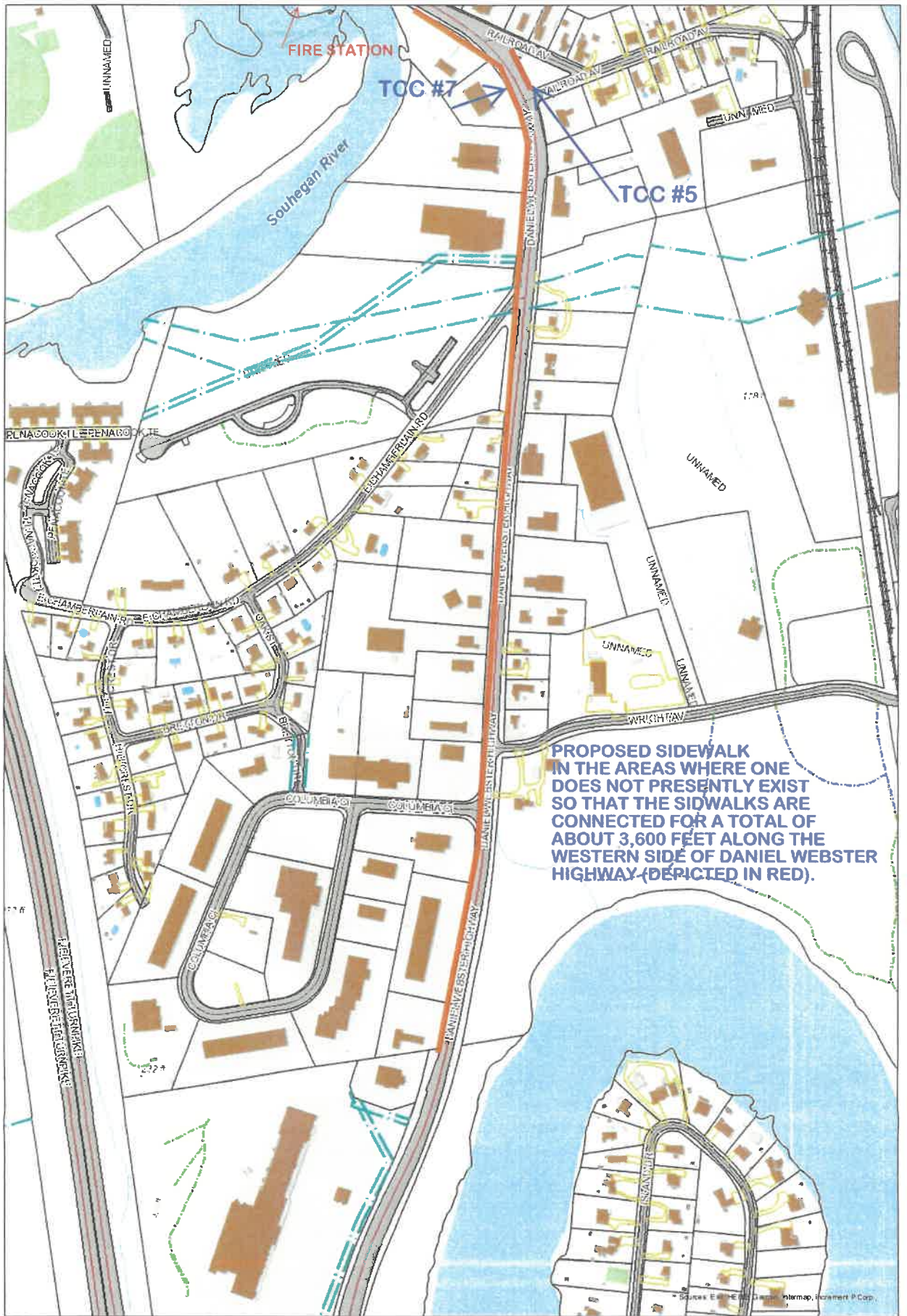
FUNDING SOURCES: FEDERAL AID-TAP
 PROJECT MANAGER: TOM JAMESON

	Target Date	
Start Consultant Selection Process	A	Date you anticipate starting the Qualification Based Selection Process to solicit an engineering firm.
Start Engineering Study	B	Date you anticipate receiving a Notice to Proceed from NHDOT to incur reimbursable expenses and start Engineering Study (date comes after QBS approval and Scope & Fee Approval). Allow 1 month combined total for NHDOT reviews of both QBS and S&F.
Approve Engineering Study	C	Date you anticipating the Engineering Study will be complete and approved. Allow 2 months for NHDOT review.
Hold Public Hearing for Eminent Domain (if applicable)	D	If a Public Hearing for Eminent Domain is anticipated, enter the date you will hold the Public Hearing. <small>Leave blank if no public hearing anticipated</small>
Approve Preliminary Design	E	Date you anticipate the Preliminary Design will be complete and approved by the NHDOT. Allow 2 months for NHDOT review
Complete National Environmental Policy Act (NEPA) Process	F	Date you anticipate the National Environmental Policy Act (NEPA) process will be complete and approved by the NHDOT/FHWA. Allow 2 months for NHDOT/FHWA review.
Begin Final Design and Right-of-Way (ROW) Acquisition Process	G	Date you anticipate Final Design/ROW process will begin. To begin Final Design/ROW, both steps E and F above must be approved, and Final Design/ROW Funds must be obligated. Allow 1 month for obligation of funds prior to beginning.
Receive Notice to Proceed to Advertise Project from NHDOT	H	Date you anticipate approval of the Final Plans, Specifications, and Estimate (PS&E). This includes Right-of-Way Certificate and Utility Certificate. Allow 2 months for NHDOT/FHWA review times.
Advertising Date	I	Date you anticipate bids will be solicited (project is advertised for construction bids)

LPA Project Design Schedule

Task	Time
Project Initiation	★ (Notice of Award, Municipal Agreement, scoping meeting)
Consultant Selection	A (1/2M) (solicit, rank, select, scope/fee, Independent Government Estimate -IGE) → Municipality/Consultant efforts NHDOT Average Review/Approval Time (Months)
Engineering Study	B (2M) → C (Data collection, Public Input (2 meetings), preliminary impact evaluation, alternatives investigation)
Preliminary Design	E (Plan, profile, cross section, drainage, estimate)
Public Hearing (if needed)	D
NEPA Documentation	F (Cultural and Natural Resources, Contamination)
ROW Process	G (Appraisals, Just Compensation, Negotiations)
Final Design/PS&E	H (Updated Prelim. Design, bid docs, specs, and PS&E Documentation)
Advertise for Construction	I ★

Milestone A	Start Consultant Selection Process. Date you anticipate starting the Qualification Based Selection Process to solicit an engineering firm. The Consultant Selection process can commence upon Notice of Award. However, a scoping meeting with NHDOT is strongly recommended prior.
Milestone B	Start Engineering Study. Date you anticipate receiving a Notice to Proceed from NHDOT to incur reimbursable expenses and start Engineering Study (comes after QBS approval and Scope & Fee Approval). Allow 1 month for the total NHDOT combined review time of QBS process and scope & fee process.
Milestone C	Approve Engineering Study. Date you anticipating the Engineering Study will be complete and approved. Allow 2 months for NHDOT review. Approval of Engineering Study is required prior to beginning the Preliminary Design.
Milestone D	Hold Public Hearing for Eminent Domain. If a Public Hearing for Eminent Domain is anticipated, enter the date you anticipate holding the Public Hearing. A Public Hearing (if needed) will occur before completion of the Preliminary Design and NEPA process.
Milestone E	Approve Preliminary Design. Date you anticipate the Preliminary Design will be complete and approved by the NHDOT. Allow 2 months for NHDOT review. Approval of the Preliminary Design may occur before or after approval of the NEPA Documentation.
Milestone F	Complete National Environmental Policy Act (NEPA) Process. Date you anticipate the National Environmental Policy Act (NEPA) process will be complete and approved by the NHDOT/FHWA. Allow 2 months for NHDOT/FHWA review. Approval of the NEPA Documentation may occur before or after approval of the Preliminary Design.
Milestone G	Begin Final Design and ROW Acquisition Process. Date you anticipate Final Design/ROW process will begin. To begin Final Design/ROW, both steps E and F above must be approved, and Final Design/ROW Funds must be obligated. Allow 1 month for NHDOT/FHWA processing time prior to beginning.
Milestone H	Receive Notice to Proceed to Advertise Project from NHDOT. Date you anticipate approval of the Final Plans, Specifications, and Estimate (PS&E). This includes Right-of-Way Certificate and Utility Certificate. Allow 2 months for NHDOT/FHWA review. Approval of PS&E is required to allow project to be Advertised for Construction.
Milestone I	Advertising Date. Enter the date you anticipate bids will be solicited (project is advertised for construction). Advertisement for Construction must occur within a reasonable timeframe from PS&E approval.



DANIEL WEBSTER HIGHWAY SIDEWALK

MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BABOOSIC LAKE RD
 MERRIMACK, NH 03054
 SCALE: 1 INCH = 400 FEET
 DATE: JANUARY 21, 2021

City of
 Merrimack
 New Hampshire



Legend

- | | | |
|---------------|------------------|--------------|
| — Driveways | — Road | — Waterbody |
| — Building | — Highway | — Wetland |
| — Pool | — Railroad | — Pavement |
| — Easements | — Trails | — Parking |
| — Parcels | — Stream Label | — Cemetery |
| — Road Labels | — Streams/Rivers | — Recreation |