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*William Cass, P.E.*  
Commissioner

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



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

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

Bureau of Highway Design  
January 25, 2023

5E

**REQUESTED ACTION**

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation to amend Contract #4011108 with HDR Engineering, Inc., Manchester, NH, Manchester, NH, Vendor #169983, for preliminary design of improvements to NH Route 1A (Ocean Boulevard) in the town of Hampton, by extending the completion date from March 31, 2023, to March 31, 2024, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on July 15, 2020. Time extension only, no additional funding.

**EXPLANATION**

On July 15, 2020, the Governor and Council authorized the subject agreement (Item # Late A; copy of Resolution attached) in the amount of \$2,228,720.15 for preliminary design of improvements to NH Route 1A (Ocean Boulevard) in the town of Hampton. The objective of the project is to develop an alternative that will improve the safety and mobility of all users with the central goal of achieving an appropriate balance between the needs of motorized and non-motorized users.

The purpose of this time extension amendment is the result of a protracted public involvement process, additional time for 6(f) coordination through NH Department of Natural & Cultural Resources, and additional time for completion of traffic data analysis and associated evaluation of the alternatives under consideration for this lengthy corridor. Under this extension, it is expected that a public hearing will be held in late 2023 followed by NEPA approval and a post-hearing submission in 2024. The work is approximately 40% complete and of the original \$2,228,720.15 amount for this contract, there is a balance of approximately \$1,234,000 remaining (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 amend this Agreement for consulting services as outlined above.

Sincerely,

William J. Cass  
Commissioner

Attachments



William Cass, P.E.  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



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

HAMPTON  
X-A00(490)  
40797  
Time Extension Amendment  
(Agreement Dated June 2, 2020, Contract No. 4011108)

Bureau of Highway Design  
Room 200  
Tel. (603) 271-1592  
Fax: (603) 271-7025

January 9, 2023

Ms. Heather Ivester, P.E.  
Vice President  
HDR Engineering, Inc.  
250 Commercial Street, Suite 3007  
Manchester, NH 03101-1120

Dear Ms. Ivester:

This letter amends Article I, Section H (Date of Completion) in the above-referenced Agreement. The original and amended dates are as follows:

Original Completion Date	MARCH 31, 2023
By this letter, amended to	MARCH 31, 2024

This no-additional-cost change order for the extension is as requested by your letter dated December 28, 2022.

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

Sincerely,

Tobcy L. Reynolds, P.E.,  
Chief Project Manager

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

We concur in the above Amendment.

HDR Engineering, Inc.

By: Heather Ivester

Title: NE Area Manager - Vice President

JR/kgg

**AGREEMENT AMENDMENT**

HAMPTON, X-A00(490), 40797

HDR ENGINEERING, INC.

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

**Consultant**

WITNESS TO THE CONSULTANT

CONSULTANT

By:   
Administrative Coordinator

By:   
NE Area Manager - Vice President (Title)

Dated: 1/11/2023

Dated: 1/11/2023

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: 

By:   
Director of Project Development

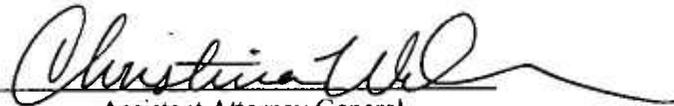
Dated: 2/1/2023

FOR DOT COMMISSIONER  
Dated: 2/1/2023

**Attorney General**

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

Dated: 2/3/23

By:   
Assistant Attorney General

**Secretary of State**

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

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

Attest:

By: \_\_\_\_\_  
Secretary of State

# 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 HDR ENGINEERING, INC. is a Nebraska Profit Corporation registered to transact business in New Hampshire on June 17, 1985. 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: 84977

Certificate Number: 0005843536



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of August A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

**Corporate Resolution**

I, Elizabeth C. Buell, hereby certify that I am duly elected <sup>Assistant</sup> ~~Clerk/Secretary/Officer~~ of  
(Name)  
HDR Engineering, Inc. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on January 1, 2022,  
by Consent and Agreement.  
~~at which a quorum of the Directors/shareholders were present and voting.~~

VOTED: That Heather Ivester, Vice President (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

HDR Engineering, Inc. with the State of New Hampshire and any of  
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

DATED: 01.11.2023

ATTEST: Elizabeth C. Buell  
(Name & Title)

Elizabeth C. Buell, Assistant Secretary





# CERTIFICATE OF LIABILITY INSURANCE

6/1/2023

DATE (MM/DD/YYYY)

5/16/2022

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 LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

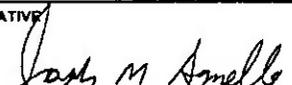
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURER A:</b> Lloyd's of London		<b>NAIC #</b> 38253
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES \* CERTIFICATE NUMBER: 16789513 REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	P001412200	6/1/2022	6/1/2023	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 HAMPTON 40797 - NH ROUTE 1A (OCEAN BOULEVARD)

<b>CERTIFICATE HOLDER</b>  16789513 STATE OF NEW HAMPSHIRE - DOT ATTENTION: TOBEY REYNOLDS 7 HAZEN DRIVE PO BOX 483 CONCORD NH 03302-0483	<b>CANCELLATION</b> See Attachment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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© 1988-2015 ACORD CORPORATION. All rights reserved.

This endorsement, effective: 06/01/2022 12:01 A.M.

Forms a part of policy no.: P001412200

Issued to: HDR, Inc

By: Lloyd's of London

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### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person or other employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown in Item 1. of Declarations.
2. **Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/12/2023

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

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

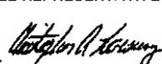
<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C No. Ex):</b> 1-877-945-7378	<b>FAX (A/C No.):</b> 1-888-467-2378
<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Liberty Mutual Fire Insurance Company		23035
<b>INSURER B:</b> Ohio Casualty Insurance Company		24074
<b>INSURER C:</b> Liberty Insurance Corporation		42404
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** W27902096                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-444950-032	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>VEHICLE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-042	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 0	Y	Y	EUO(23)57919363	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WA7-64D-444950-012	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire - DOT Attention: Tobey Reynolds 7 Hazen Drive PO Box 483 Concord, NH 03302-0483	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: Hampton 40797 - NH Route 1A (Ocean Boulevard)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Location(s):

**All locations owned by or rented to the Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**

**All construction projects not located at premises owned, leased or rented by a Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Location And Description Of Completed Operations

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB2-641-444950-032  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> As required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-042  
Issued by: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

**The following is added to the Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement
------------------------------------------------------------------------------

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--------------------------------------------------------------------------------------------------------

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-012  
\$

Effective Date 06/01/2022

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-032  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-042  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
<b>As required by written contract or agreement</b>		<b>30</b>

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

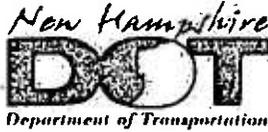
For attachment to Policy No. WA7-64D-444950-012 Effective Date 06/01/2022

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G+C # Late A  
Date 7/15/20



William Cass, P.E.  
Assistant Commissioner

Bureau of Highway Design  
May 27, 2020

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 HDR Engineering, Inc., Manchester, NH, Vendor #169983, for an amount not to exceed \$2,228,720.15, for preliminary design of improvements to NH Route 1A (Ocean Boulevard) in the Town of Hampton, effective upon Governor and Council approval through March 31, 2023. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2021, and funding is contingent upon the availability and continued appropriation of funds in FY 2022 and FY 2023, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
04-096-96-963515-3054 Consolidated Federal Aid			
046-500464 Gen Consultants Non-Benefit	\$820,000.00	\$820,000.00	\$588,720.15

EXPLANATION

The Department requires consulting engineering and environmental services to study improvements to Ocean Boulevard (NH 1A) in the Town of Hampton. Improvements to be considered will be developed based upon the 2018 Transportation Update of the Town's Hampton Beach Area Master Plan. The exact nature of the improvements and project limits have not been determined. The objective of the project is to develop an alternative that will improve the safety and mobility of all users with the central goal of achieving an appropriate balance between the needs of motorized and non-motorized users. As the development of improvement alternatives proceeds, it will be crucial to work closely with all other appropriate public or private stakeholders to gain consensus on design decisions. The preliminary design engineering efforts will study, develop and evaluate design alternatives that are supported by the community, technically feasible, environmentally permissible, and economical; prepare preliminary engineering plans suitable for a Public Information Meeting(s) and Design Public Hearing (if needed), and develop an approved NEPA document. This project will require both Part "A" (Preliminary Design) and Part "B" (Final Design) services. This agreement is for Part "A" only. Upon completion of Part "A" services, and assuming a successful Public Hearing, the Department reserves the right to either negotiate a scope and fee for Part "B", or terminate the contract. This project is included in the State's Ten-Year Transportation Improvement Plan (Hampton 40797).

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 Hampton 40797, improvements to NH Route 1A (Ocean Boulevard). The assignment was listed as a "Project Soliciting for Interest" on the Department's website on April 25, 2019 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 June 21, 2019 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on August 30, 2019 through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on October 10, 2019 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of six (6) consultant firms that were considered for this assignment, with the three (3) short-listed firms shown in bold, is as follows:

<u>Consultant Firm</u>	<u>Office Location</u>
DuBois & King, Inc.	Bedford, NH
Greenman-Pedersen, Inc.	Portsmouth, NH
<b>HDR Engineering, Inc.</b>	<b>Manchester, NH</b>
<b>Milone &amp; MacBroom, Inc.</b>	<b>Manchester, NH</b>
Parsons	Boston, MA
<b>Vanasse Hangen Brustlin, Inc.</b>	<b>Bedford, NH</b>

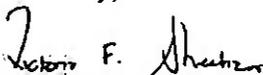
The firm of HDR Engineering, Inc. was recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services. Background information on this firm is attached.

HDR Engineering, Inc. has agreed to furnish the professional engineering services for an amount not to exceed \$2,228,720.15. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

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

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

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

**PROJECT: Hampton 40797 (Part A)**

**DESCRIPTION:** Preliminary engineering, environmental services, public involvement services, and final design are needed for improvements to Occan Boulevard (NH 1A) in the Town of Hampton. Improvements to be considered will be developed based upon the 2018 Transportation Update of the Town's Hampton Beach Area Master Plan, available under the "Project Specific Information" section of the Department's website. The scope of work may include: Traffic analysis; Preliminary design to develop and evaluate alternatives; Environmental investigations to prepare and complete all appropriate environmental documentation and all necessary permitting; Public Involvement support services, including a Public Hearing; ROW layout and plan development, including any necessary survey work, for reestablishing and documenting the existing highway right-of-way in a manner suitable for recording at the Registry of Deeds; Roadway Final design associated with the preferred alternative; Drainage design, including appropriate water quality evaluations; Construction pedestrian and traffic control design; Construction support services; For additional information see the scope of work checklist. Environmental efforts are needed to prepare and complete all appropriate environmental documentation and permitting, to satisfy NEPA, State, and Federal requirements. The Consultant will also be required to assist the Department in the public involvement process, including a formal Public Hearing for the preferred alternative. This work will require Professional Engineer and Land Surveyor licensure in the State of New Hampshire.

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

**SUMMARY**

HDR Engineering, Inc.	1	1	2	1	3	1	3	12	1
Milone & MacBroom, Inc.	2	2	1	2	1	2	2	12	1
Vanasse Hangen Brustlin, Inc.	3	3	3	3	2	3	1	18	3

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations	WEIGHT	Firms		
		HDR Engineering, Inc.	Milone & MacBroom, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	19	17
Clarity of the Proposal	20%	20	10	17
Capacity to Perform in a Timely Manner	20%	19	17	16
Quality & Experience of Project Manager/Team	20%	18	19	17
Previous Performance	10%	8	8	8
Overall Suitability for the Assignment	10%	10	9	8
<b>Total</b>	<b>100%</b>	<b>94</b>	<b>90</b>	<b>83</b>

Ranking of Firms:  
 1. HDR  
 2. M&M  
 3. VHB

Rating Considerations	WEIGHT	Firms		
		HDR Engineering, Inc.	Milone & MacBroom, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	19	18
Clarity of the Proposal	20%	17	17	18
Capacity to Perform in a Timely Manner	20%	18	17	12
Quality & Experience of Project Manager/Team	20%	17	17	17
Previous Performance	10%	9	9	8
Overall Suitability for the Assignment	10%	9	8	7
<b>Total</b>	<b>100%</b>	<b>87</b>	<b>86</b>	<b>80</b>

Ranking of Firms:  
 1. HDR  
 2. M&M  
 3. VHB

# EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations				
	W E I G H T	HDR Engineering, Inc.	Milone & MacBroom, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	17	18	18
Clarity of the Proposal	20%	19	20	17
Capacity to Perform in a Timely Manner	20%	19	19	19
Quality & Experience of Project Manager/Team	20%	18	19	17
Previous Performance	10%	9	10	8
Overall Suitability for the Assignment	10%	9	10	8
<b>Total</b>	<b>100%</b>	<b>91</b>	<b>96</b>	<b>87</b>

Ranking of Firms:  
 1. MMI  
 2. HDR  
 3. VHB

Rating Considerations				
	W E I G H T	HDR Engineering, Inc.	Milone & MacBroom, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	18	18
Clarity of the Proposal	20%	18	18	18
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	17	17	18
Previous Performance	10%	8	8	9
Overall Suitability for the Assignment	10%	9	8	9
<b>Total</b>	<b>100%</b>	<b>88</b>	<b>88</b>	<b>88</b>

Ranking of Firms:  
 1. HDR ENGINEERING, INC.  
 2. MILONE & MACBROOM, INC.  
 3. VANASSE HANGEN BRUSTLIN, INC.

Rating Considerations				
	W E I G H T	HDR Engineering, Inc.	Milone & MacBroom, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	17	18	19
Clarity of the Proposal	20%	18	20	17
Capacity to Perform in a Timely Manner	20%	18	20	16
Quality & Experience of Project Manager/Team	20%	18	18	19
Previous Performance	10%	8	8	10
Overall Suitability for the Assignment	10%	9	10	8
<b>Total</b>	<b>100%</b>	<b>80</b>	<b>94</b>	<b>87</b>

Ranking of Firms:  
 1. MMI  
 2. VHB  
 3. HDR

Rating Considerations				
	W E I G H T	HDR Engineering, Inc.	Milone & MacBroom, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	20	19
Clarity of the Proposal	20%	18	20	18
Capacity to Perform in a Timely Manner	20%	18	17	17
Quality & Experience of Project Manager/Team	20%	19	17	18
Previous Performance	10%	8	7	9
Overall Suitability for the Assignment	10%	7	7	7
<b>Total</b>	<b>100%</b>	<b>89</b>	<b>88</b>	<b>86</b>

Ranking of Firms:  
 1. HDR  
 2. Milone & MacBroom  
 3. VHB

Rating Considerations				
	W E I G H T	HDR Engineering, Inc.	Milone & MacBroom, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	16	18	18
Clarity of the Proposal	20%	17	18	18
Capacity to Perform in a Timely Manner	20%	17	17	16
Quality & Experience of Project Manager/Team	20%	16	16	20
Previous Performance	10%	6	5	10
Overall Suitability for the Assignment	10%	8	9	9
<b>Total</b>	<b>100%</b>	<b>80</b>	<b>83</b>	<b>91</b>

Ranking of Firms:  
 1. VHB  
 2. MMI  
 3. HDR



## Rick Plenge, PE, PTOE

Project Manager

Rick is HDR's National Complete Streets Practice Lead and has nearly 25 years of transportation planning and engineering experience in managing, planning, designing, and implementing a variety of multimodal facilities in both rural and urban contexts. Rick's prior work as in house traffic engineer for the City of Chicago provides him with a unique understanding of how to develop implementable projects. Rick serves as a national presenter for both ITE, APBP and ASCE on innovative bicycle facility design and is a certified National Complete Streets Instructor through the National Complete Streets Coalition.

### EDUCATION

BS, Civil Engineering

### REGISTRATIONS

Professional Engineer  
New Hampshire, No.  
16223

Professional Engineer,  
Colorado, No. 36333

Professional Traffic  
Operations Engineer, No.  
2098

### INDUSTRY TENURE

22 years

### HDR TENURE

5 years

### RELEVANT EXPERIENCE

#### City of Cambridge, River Street Reconstruction Project, Cambridge, MA

Rick is leading the planning and redesign of the River Street project that is reconstructing the surface and subsurface infrastructure along one mile corridor. One of the primary elements of the project is using a community centered design approach to identify the appropriate roadway cross-section that includes the integration of a dedicated busway, raised cycle track and green infrastructure in a very constrained right of way.

Role: Project Manager and Multimodal Lead Designer

#### City of Concord, NH, Storrs Street

##### Conceptual Redesign,

##### City of Concord, NH

Rick served as a technical advisor in the conceptual design of the Storrs Street Opportunity Corridor which is slated to improve mobility and connectivity for all travel modes, along with sustaining economic development in Concord's downtown core. Rick reviewed and developed recommendations to enhance the multimodal connections along the new roadway alignment and develop

an all ages and abilities pedestrian and bicycle network through several realigned intersections and an at-grade railroad crossing.

Role: Multimodal Lead Designer

#### NHDOT, Seabrook Hampton NH Route 1A Bridge Replacement, Hampton, NH

Rick is serving as the lead traffic and multimodal designer for the 1500-foot bridge replacement over the Hampton River. The project design includes enhanced multi-modal facilities along with an extensive traffic analysis to evaluate multiple bridge configurations including fix and movable along with multiple travel lane scenarios.

Role: Lead Traffic and Multimodal Designer

#### City of Idaho Springs, Colorado Boulevard Reconstruction Project, Idaho Springs, CO

Rick led the corridor visioning and multi-modal design for the 1 mile long reconstruction of Colorado Boulevard in Idaho Springs, CO. The corridor served a variety of commercial and residential land uses and transportation needs based on its proximity to the I-70 corridor. The

project also included the integration of the Clear Creek Regional Trail that followed a path along Clear Creek and along portions of the corridor as a wider attached multi-use path.

Role: Lead Transportation Planner and Traffic Engineer

#### Massachusetts Department of Conservation & Recreation, Morrissey Boulevard Redesign for Reconstruction, Boston, MA

Rick is serving as the lead multimodal designer for the redesign of Morrissey Boulevard in Boston, MA. The roadway serves as a critical arterial roadway serving a combination of regional commuter traffic and local institutions, residents, and businesses and local public open spaces. HDR is leading the redesign of Morrissey Boulevard so that it is more resilient, more accommodating of non-vehicular modes, such as walking and bicycling, and more of a connector - and less of a barrier - between abutting communities and all of the recreational and open-space resources that the Dorchester Bay area has to offer.

Role: Lead Multimodal Designer

**ARCHITECT/ENGINEER QUALIFICATIONS** 1. SOLICITATION NUMBER (if any)

**PART II - GENERAL QUALIFICATIONS**  
 (If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or branch, office) NAME  
**HDR**

2b. STREET  
**8404 Indian Hills Drive**

2c. CITY  
**Omaha**

2d. STATE  
**NE**

2e. ZIP CODE  
**68114-4098**

6a. POINT OF CONTACT NAME AND TITLE  
**Craig R. Olson, Central Region Director - Federal Program**

3. YEAR ESTABLISHED  
**1917**

4. UNIQUE ENTITY IDENTIFIER  
**06-866-8805 (HDR, Inc.)**

5. OWNERSHIP  
 a. TYPE  
**Private Corporation**

b. SMALL BUSINESS STATUS  
**Large Business**

7. NAME OF FIRM (if block 2a is a branch office) The branch office identified in Block 2 (a-e) includes personnel from one or more of our operating companies which are wholly owned subsidiaries of HDR, Inc. Collectively we bring resources of more than 8,000 multi-disciplinary professionals together as one seamless entity.

6b. TELEPHONE NUMBER  
**402.399.1000**

6c. E-MAIL ADDRESS  
**Craig.R.Olson@hdrinc.com**

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

Henningson, Durham & Richardson, Inc.	1951
Henningson Engineering Company, Inc.	1930
Henningson Engineering Company	1917

8b. YR. ESTABLISHED  
**1985**

8c. UNIQUE ENTITY IDENTIFIER  
**06 866 8805**

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

a. Function code	b. Discipline	c. No. of employees		Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1)FIRM	(2)BRANCH			
01	Acoustical Engineer	38		A04	Air Pollution Control	3
02	Administrative	867		A06	Airports; Terminals & Hangars; Freight Handling	7
04	Aeronautical Engineer	2		B02	Bridges	10
05	Archeologist	21		C15	Construction Management	10
06	Architect	775		D01	Dams; (Concrete; Arch)	6
07	Biologist	70		D02	Dams; (Earth; Rock); Dikes; Levees	8
08	CADD Technician	657		E09	Enviro. Impact Studies, Assessments, or Statements	9
10	Chemical Engineer	21		E12	Environmental Remediation	10
11	Chemist	1		H07	Highways; Streets; Airfield Paving; Parking Lots	10
12	Civil Engineer	528		I01	Industrial Buildings; Manufacturing Plants	4
15	Construction Inspector	337		P06	Planning (Site, Installation, and Project)	9
16	Construction Manager	168		P12	Power Generation, Transmission, Distribution	10
17	Corrosion Engineer	1		R03	Railroad; Rapid Transit	10
18	Cost Engineer/Estimator	24		R11	Rivers; Canals; Waterways; Flood Control	6
19	Ecologist	5		S04	Sewage Collection; Treatment and Disposal	10
20	Economist	40		S07	Solid Wastes; Incineration; Landfill	8
21	Electrical Engineer	285		S10	Surveying; Platting; Mapping; Flood Plain Studies	6
22	Electronics Engineer	4		S13	Storm Water Handling & Facilities	8
23	Environmental Engineer	82		T02	Testing & Inspection Services	6
24	Environmental Scientist	264		T03	Traffic & Transportation Engineering	10
25	Fire Protection Engineer	10		W02	Water Supply; Treatment and Distribution	9
27	Foundation/Geotechnical Engineer	74		W03	Water Resources; Hydrology; Ground Water	10
29	GIS Specialist	96				
30	Geologist	35				
32	Hydraulic Engineer	10				
34	Hydrologist	18				
35	Industrial Engineer	2				

36	Industrial Hygienist	1			
37	Interior Designer	79			
38	Land Surveyor	23			
39	Landscape Architect	40			
42	Mechanical Engineer	181			
47	Planner: Urban/Regional	223			
48	Project Manager	792			
51	Safety/Occupational Health Engineer	18			
52	Sanitary Engineer	199			
54	Security Specialist	15			
55	Soils Engineer	2			
56	Specifications Writer	10			
57	Structural Engineer	227			
58	Technician/Analyst	1,432			
60	Transportation Engineer	911			
61	Value Engineer	1			
62	Water Resources Engineer	241			
990	Reproduction Experts (Other)	2			
991	Railroad Experts (Other)	66			
992	Public Relations (Other)	482			
995	Realty Specialists (Other)	116			
996	Management Scientists (Other)	79			
997	Heating, Ventilation, Air Conditioning Experts (Other)	4			
998	Intern Architects (Other)	126			
999	Quality Manager (Other)	27			
	Other Employees	0			
	<b>Total</b>	<b>9,732</b>			

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

2. AUTHORIZED REPRESENTATIVE: The foregoing is a statement of facts.

a. SIGNATURE  b. DATE 6/6/2018

c. NAME AND TITLE Eric Keen, PE, CEO

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**ATTACHMENTS**

- A. **SCOPE OF SERVICES FOR PART A PRELIMINARY DESIGN** Prepared by HDR Engineering, Inc. dated February 28, 2020 (Revised April 9, 2020)

**AGREEMENT EXECUTION ATTACHMENTS**

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

HAMPTON  
X-A004(490)  
40797  
(PART A)

AGREEMENT  
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 2<sup>nd</sup> day of June in the year 2020 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 HDR Engineering, Inc., with principal place of business at 8404 Indian Hills Drive, in the City of Omaha, State of Nebraska, and a local branch office at 250 Commercial Street, in the City of Manchester, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to improve NH Route 1A (Ocean Boulevard) in the Town of Hampton.

The DEPARTMENT requires professional engineering and environmental consulting services to select an appropriate proposed action that is supported by the community, technically feasible, environmentally permissible, and economical; develop an approved Environmental Document; and bring the proposed action to a public hearing for layout approval (if needed). These services are outlined in the CONSULTANT'S Scope of Services dated February 28, 2020 (Revised April 9, 2020) and Fee Assumptions dated February 28, 2020 (Revision 1 April 9, 2020 and Revision 2 April 10, 2020). The Scope of Services is included in this AGREEMENT as Attachment A. The Fee Assumptions are hereby adopted by reference and considered to be part of this AGREEMENT.

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

## ARTICLE I

### ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

#### A. LOCATION AND DESCRIPTION OF PROJECT

This project involves the study of improvements to Ocean Boulevard (NH 1A) in the Town of Hampton. Improvements to be considered will be developed based upon the 2018 Transportation Update of the Town's Hampton Beach Area Master Plan. The exact nature of the improvements and project limits have not been determined.

The objective of the project is to develop an alternative that will improve the safety and mobility of all users with the central goal of achieving an appropriate balance between the needs of motorized and non-motorized users. As the development of improvement alternatives proceeds, it will be crucial to work closely with all other appropriate public or private stakeholders to gain consensus on design decisions.

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

The development of the preliminary engineering for this project is expected to be performed in two phases (Parts A and B).

The Part "A" engineering efforts will study, develop and evaluate design alternatives that are supported by the community, technically feasible, environmentally permissible, and economical; prepare preliminary engineering plans suitable for a Public Information Meeting(s) and Design Public Hearing (if needed), and develop an approved NEPA document. Part "B" will involve Final Design efforts and 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 (Part A) only; Part "B" is not included in this scope of work.

Assuming a successful Public Hearing, and upon completion of Part A, the DEPARTMENT reserves the right to either negotiate a scope and fee for Part B, or terminate the contract.

The following general tasks are included in Part "A":

- 1.) Develop and evaluate improvement alternatives;
- 2.) Preliminary design of roadway and other necessary design elements;
- 3.) Develop preliminary Traffic Control Plan that is acceptable and economical for travelers;
- 4.) Identify all impacted natural and cultural resources potentially affected by the proposed action, and investigate means of minimizing or mitigating the impacts;
- 5.) Prepare an environmental document for the proposed action to comply with the National Environmental Policy Act (NEPA) (including Cultural Resource investigations in accordance with

## ARTICLE I

Section 106 of the National Historic Preservation Act) and the identification of any permitting requirements;

- 6.) Assist the Department with public involvement support services, including preparation of illustrative plans and exhibits for any meetings, including a Hearing plan;
- 7.) Identify and document the existing right-of-way, and;
- 8.) Advance the design through the Slope and Drain phase of plan development

### C. SCOPE OF WORK (SPECIFIC)

The CONSULTANT shall be responsible for developing engineered alternatives 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 work, as further described in the CONSULTANT's Scope of Services dated February 28, 2020 (Revised April 9, 2020) (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:

#### 1. Preliminary Engineering

Preliminary Engineering 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. Tasks under Preliminary Engineering include the following:

- a. Existing Conditions Data Collection and Field Reviews
- b. Topographic Survey and Base Plan Preparation
- c. Right-of-Way Boundary Preparation

The CONSULTANT shall complete a boundary survey of the main project roadway and any intersecting municipal or State roads to a minimum distance of 500 ft. beyond the anticipated limits of the proposed improvements to a 95% confidence interval and in accordance with the minimum standards for an Urban Boundary Survey as detailed in the New Hampshire Code of Administrative Rules (Part Lan 503, Technical Standards), including but not limited to complete field survey locating all appropriate monumentation and development of Right of Way (ROW) alignments. The CONSULTANT, in conjunction with a certified NH Licensed Land Surveyor, shall prepare a right of way plan showing ROW alignments where existent, and metes and bounds with station and offset information for the existing roadway corridors. Work shall be performed to the survey and boundary control standards of practice and the current NHLSA Ethics and Standards.

The CONSULTANT shall provide the DEPARTMENT with the Existing ROW Plans in DWG/DGN file format and PDF plan file. The CONSULTANT shall provide the DEPARTMENT with a plan showing the existing boundary monumentation and survey traverse in DWG/DGN file

## ARTICLE I

format and the geodetic control data in ASCII file format. The CONSULTANT shall be responsible to record the base plan.

d. Traffic Data Collection & Analysis

e. Crash Data Collection & Analysis

f. Development of Engineering Criteria

The CONSULTANT shall follow appropriate engineering criteria based on the latest AASHTO Policy on Geometric Design of Highways and Streets, AASHTO LRFD Bridge Design Specifications, NHDOT Highway Design Manual, and NHDOT Bridge Design Manual, as amended. Engineering shall take into account the functional classification of the roadways being addressed; volumes of traffic; methods of construction; erosion control; traffic control; cost; right-of-way needs and impacts to private property; and environmental constraints and the need to avoid or minimize impacts to environmental resources.

g. Alternative Development & Evaluation

Each alternative will be developed to an equal level of detail and presented in a plan package.

h. Cost Estimates

The Cost Estimates shall quantify major work items and include ancillary items on a percentage basis. Engineering, Right-of-Way and environmental mitigation costs shall also be included.

i. Engineering Report

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

j. Project Team Meetings

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

2. Public Participation

The CONSULTANT shall provide a 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 CONSULTANT shall prepare presentation graphics, handouts and support displays for public participation and posting to the DEPARTMENT's project webpage, provide a

## ARTICLE I

moderator for stakeholder and public meetings, be available to make presentations and draft meeting minutes. Specific types of meetings include:

- a. Public Advisory Committee Meetings
- b. Public Informational Meetings
- c. Public Hearing

### 3. Environmental Documentation

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.

Resources and impacts to be identified and evaluated include, but are not limited to:

- a. Water-Based Resources: including Groundwater, Surface Waters, Floodplains, Wetlands and wetland mitigation, and Stream Crossings.
- b. Stormwater treatment requirements
- c. Land-Based Resources: Soils, Active Farmlands, Parks, Recreation areas, Public and Conserved Lands, Section 4(f) Resources and Section 6(f) Resources.
- d. Land Use
- e. Wildlife: Wildlife and Habitat, Fisheries, and Threatened and Endangered Species.
- f. Cultural Resources (Historic and Archaeological): The CONSULTANT shall conduct all necessary phases of Section 106 public outreach.
- g. Visual Resources:
- h. Social and Economic Resources
  - i. Noise
  - j. Air Quality
  - k. Invasive Species
  - l. Hazardous Materials or Contaminated Properties
  - m. Limited Reuse Soils
  - n. Environmental Justice (provided by the DEPARTMENT)
  - o. Construction Impacts
  - p. Section 4(f)
  - q. Section 6(f)

## ARTICLE I

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

The DEPARTMENT will furnish the following data to the CONSULTANT:

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

## ARTICLE I

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

### **E. WORK SCHEDULE AND PROGRESS REPORTS**

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

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

The CONSULTANT shall 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.

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

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

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

## ARTICLE I

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

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

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

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

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

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

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

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

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

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

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

**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.

## ARTICLE I

### **Website Information:**

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

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

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

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part A professional services rendered under this AGREEMENT is March 31, 2023.

ARTICLE II

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

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

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

\* In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT, including subconsultants, shall be \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services. A waived rate shall remain fixed at that rate for the life of the AGREEMENT unless a subsequent waiver is requested and approved.

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: \$454,032.80

- 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 ended December 29, 2018, which expires June 30, 2020, 155.44%, shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at: \$705,748.59

- 3) A fixed fee for profit and non-reimbursed costs (10% of 1+2).

The fixed fee is: \$115,978.14

- 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

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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, unless the subcontract is more than 25% of the contract total.

Direct expenses are estimated at: \$27,117.60

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

Fitzgerald & Halliday, Inc. \$484,531.15\*

(\*Audited Indirect Cost Rate: 157.71%)

KCI Technologies \$199,100.00

Doucet Survey, Inc. \$185,901.87

Accurate Counts \$32,310.00

Streetlight Data \$24,000.00

**AGREEMENT NOT-TO-EXCEED TOTAL \$2,228,720.15**

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 \$2,228,720.15, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of April 10, 2020), 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.

## ARTICLE II

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.

### **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. 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.

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).

## ARTICLE II

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](mailto:DOT-InternalAudit@dot.nh.gov) or in writing.

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

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

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

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

## ARTICLE III

### ARTICLE III - GENERAL PROVISIONS

#### A. HEARINGS, ETC.

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

#### B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT.)

## ARTICLE IV

### ARTICLE IV - STANDARD PROVISIONS

#### A. STANDARD SPECIFICATIONS

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

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

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 250 Commercial Street, Manchester, 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

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

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

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

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

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

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

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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.

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

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

### **I. BROKERAGE**

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

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at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### J. CONTRACTUAL RELATIONS

#### 1. Independent Contractor

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

#### 2. Claims and Indemnification

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

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

##### b. Professional Liability Indemnification

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

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

#### 3. Insurance

##### a. Required Coverage

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

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

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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.

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### 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

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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.

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

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

### **O. DOCUMENTATION**

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

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

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

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subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).



# ATTACHMENT A

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**New Hampshire Department of Transportation (NHDOT)  
Hampton 40797 – NH Route 1A (Ocean Boulevard)  
Part A – Preliminary Design  
Scope of Services and Fee Assumptions**

## Project Description

The Hampton 40797 – NH Route 1A Project encompasses the study of approximately 3.3 miles of NH Route 1A, extending from the Hampton Beach State Park entrance at the southern limit to High Street (Route 27) at the northern limit. Portions of Ashworth Avenue, Winnacunnet Road (Route 101E), High Street along with short segments of local side streets within the Hampton Beach Area are also included in the study area limits. The project aims to improve the safety and mobility of all users with the central goal of achieving an appropriate balance between the needs of motorized and non-motorized users. Within the project limits the lane configuration and travel orientation of Ocean Boulevard varies significantly as described below:

- Hampton Beach State Park Entrance to Ashworth Avenue/Duston Avenue/Dover Avenue - two lanes (one lane in each direction)
- Ashworth Avenue/Duston Avenue/Dover Avenue to Nudd Avenue - two lanes (one-way northbound)
- Nudd Avenue to Winnacunnet Road – four lanes (two lanes in each direction)
- Winnacunnet Road to 5<sup>th</sup> Street – four lanes (two northbound lanes, one southbound through lane and one southbound right turn lane)
- 5<sup>th</sup> Street to High Street - two lanes (one lane in each direction)



Throughout these segments the on-street parking varies from parallel, to diagonal, to center parking lot. Similarly the land use also changes from more commercial at the southern end, to a mix of multi-family residential/commercial/hotel in the middle, to a more residential land use as you approach the northern project limits. Based on the mix of roadway configuration and land uses, stakeholder and public outreach will play a crucial role within the project development process.

The 2018 Transportation Update of the Town's Hampton Beach Area Master Plan will serve as a basis for analysis and design alternative development; however, additional improvement opportunities to the transportation network will also be explored where possible. Primary areas of focus will include a review of bicycle and pedestrian accommodation enhancements, treatments to mitigate sea level rise impacts,

strategies to address impacts on environmental and historic resources, and improvements to traffic circulation, wayfinding, parking and drainage within the study area.

This "Part A" contract includes Preliminary Engineering, Public Participation and National Environmental Policy Act (NEPA) Documentation services to evaluate and select a Proposed Action that meets funding constraints and approval by public and environmental agencies. "Part A" of this project will leverage a comprehensive stakeholder engagement process to develop a proposed alternative that fits local context, balances mobility needs, is technically feasible and environmentally permissible. Associated efforts will also involve an extensive public process, and environmental coordination and documentation necessary to support the ultimate environmental classification which is expected to be an Individual Categorical Exclusion (CE). The Proposed Action will be taken to a formal public hearing for layout approval followed by comment response and development of the Report of the Commissioner to close out the hearing process, and incorporate into the final documentation. "Part B" services beyond the Post Hearing Design Submission are not included in the contract.

## Purpose & Objective

The objective of the project is to develop an alternative that will improve the safety and mobility of the Ocean Boulevard corridor for all users. The following tasks will be included in Part A of the contract:

- 1) Research, collect and analyze the existing traffic and geometric conditions;
- 2) Development and evaluation of improvement alternatives;
- 3) Development of a preliminary Traffic Control Plan that is acceptable and economical for travelers;
- 4) Identification of all impacted natural and cultural resources potentially affected by the proposed action, and investigation of means to minimize or mitigate the impacts;
- 5) Preparation of an environmental document for the proposed action to comply with the National Environmental Policy Act (NEPA) (including Cultural Resource investigations in accordance with Section 106 of the National Historic Preservation Act) and the identification of any permitting requirements;
- 6) Public involvement support services, including preparation of illustrative plans and exhibits for any meetings, and a Public Hearing plan;
- 7) Identification and documentation of the existing right-of-way, and;
- 8) Advancement of the Segment 1 area through the Slope and Drain phase of plan development.

This Part A Scope and Fee Assumptions document is defined by HDR's interpretation of the Hampton 40797, Improvements to Ocean Boulevard (NH 1A).

## Client

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## HDR Team

Prime Consultant: HDR Engineering, Inc. (HDR)

Subconsultants:

Doucet Survey LLC. (DSLCC) - Boundary Survey & ROW Lead  
Fitzgerald & Halliday, Inc. (FHI) – Environmental and Public Outreach Lead  
Hartgen Archeological Associates, Inc. – Archeological Subconsultant to FHI



## INTRODUCTION

The Hampton 40797 – NH 1A Part A project will build from the Hampton Beach Area Commission's past analysis work conducted within the 2018 Transportation Update of the Town's Hampton Beach Area Master Plan. The project will extend from the Hampton Beach State Park Driveway on the south up to High Street (Route 27) on the north. As detailed within the study area figure above, portions of Ashworth Avenue, Highland Avenue (101 EB), Church Street (101 WB), Winnacunnet Road (101E), and High Street (Route 27) within the vicinity of Ocean Boulevard will be included within the project study area. Through this Part A process, the project will utilize an engaging public involvement process to develop a corridor plan that centers around enhancing pedestrian and bicycle mobility both across and along the corridor, evaluating opportunities to incorporate treatments that can help mitigate sea level rise impacts on the corridor and community, identifying mitigation strategies to address impacts on environmental and historic resources, and developing roadway corridor improvements that support the economic needs of the community while improving traffic circulation, parking and drainage within the study area. This Part A process will proceed from contract inception through the public hearing process and a Slope and Drain submittal for the Segment 1 portion of the project limits.

## 1.0 PROJECT MANAGEMENT

Project Management is expected for the entire 30-month duration of the Part A task, including the entirety of the project development process through the public hearing and post-hearing obligations and to meet agency and stakeholders' expectations of the selected alternative.

### 1.1 Part A Initiation and Coordination with NHDOT

The Project Team will perform the following tasks as a part of the Project Initiation and Coordination:

- Project startup and contract initiation to prepare contract and subconsultant agreements;
- Monthly project coordination meetings and/or conference calls with the NHDOT, including meeting minutes; and
- Coordination with NHDOT to identify additional activities (if any) or necessary modifications to contract.

### 1.2 Coordination with Internal Team and Subconsultants

The Project Team will coordinate approved project scope with subconsultants and track progress compared to approved budgets and schedules. Subconsultants will be included in meetings, as required, during the design progress.

Coordination between all team members during the project will be necessary to complete each task. It is assumed this will include internal coordination meetings, conference calls, email correspondences, and administrative time.

### 1.3 Project Schedule Management

The Project Team will perform the following tasks as part of Project Schedule Management:

- Prepare the initial project schedule for design and reviews; and
- Periodically update the design schedule (bi-monthly).



The Part A project duration is expected to be 30 months with notice to proceed anticipated in summer of 2020. The project schedule will provide tasks and task durations, and identify task precedents and dependents, as well as project milestones. The project schedule will not be resource loaded.

#### **1.4 Develop and Prepare Monthly Progress Reports and Invoices**

The Project Team will develop and provide monthly invoicing and progress reports using NHDOT standard templates. Subconsultant invoices will be reviewed by HDR prior to inclusion in the Project Team invoice.

#### **1.5 Task Closeouts**

This task includes final closeout of Part A project, including delivery of electronic files, reports, plans, presentations and other materials prepared for the Project.

#### **1.6 Project Management Plan and Quality Assurance Plan**

The Project Team will develop a Project Management Plan (PMP) which will include key contacts, organizational chart, safety requirements and the project schedule with a list of deliverables.

The Project Team will also develop a Quality Assurance/Quality Control (QA/QC) Plan, including a schedule of QC reviews, identify required credentials for QC reviewers, and provide requirements for documentation of QC reviews. Both the PMP and QA/QC plans will be scaled to reflect this projects context and overall scope.

#### **Deliverables:**

- Project Management Plan & Quality Assurance Plan
- Project Meeting Minutes
- Project Schedule & Bi-monthly Updates
- Monthly Invoicing
- Project Closeout Documents and Files

#### **Assumptions:**

- The anticipated project schedule is 30 months. Project reporting and invoicing, Quality Control Reviews and deliverable schedule has been estimated for 30 months.
- The project schedule will not be resource loaded.

## 2.0 SURVEY AND RIGHT-OF-WAY

A boundary survey of the existing Ocean Boulevard NH 1A corridor will be developed under this task and include the following work elements.

### 2.1 ROW Facilitation & Review Meetings

The Project Team will host two facilitation meetings to coordinate with NHDOT. The first meeting will be at initiation of survey and right-of-way efforts and will include:

- Project overview;
- Turnover of DOT project data and ROW files; and
- Confirmation of project limits.

The second meeting will review the preliminary existing right-of-way plan submission outlined in Section 2.5.

### 2.2 Base Plan Preparation

Using electronic topographic survey data in from Microstation, text point files, LandXML, and other formats provided by the Department, the Project Team will convert the information to digital surface model and topographic base plan as well as review and confirm that the ground model/TIN is complete and adequate for use by the team members for design needs. Typical software platforms utilized by the team members include:

- Microstation, InRoads, & ArcGIS (HDR)
- AutoCAD and Carlson (DSLCC)
- AutoCAD and ArcGIS (FHI)

Team members will follow NHDOT CAD standards and submit all base plan and design submissions in a Microstation format. Submissions to the ROW department will be provided in both Microstation and AutoCAD formats.

### 2.3 Records Research & Data Collection

The Project Team will research town, county and state records, including the following:

- Town road records and town clerk office and engineering/DPW
- Town assessor records for reference to current deeds of adjacent parcels.
- State right-of-way and archive records
- Rockingham County Registry of Deeds, adjacent parcels current deeds, plans referenced in current deeds and properly indexed plans.

### 2.4 Boundary Survey

The Project Team will provide services under the supervision of a New Hampshire Licensed Land Surveyor (NH LLS). Efforts associated with survey will include the following:

- Field recovery of right-of-way and abutting boundary monuments;
- Establish geodetic control network on NH State Plane Coordinate System;
- Perform right-of-way survey of existing right-of-way;



- Process survey control data using least squares adjustment at 95% confidence level. Side shot data will be processed on adjusted controls and verified; and
- Develop legacy alignments and establish right-of-way limits based on survey and control standards of practice in accordance with NH Lan Rules 500 and 2017 NHDOT Survey and Technical Standards Manual.

The proposed boundary survey limits for Part A have been agreed to include:

Segment 1.

- Ocean Boulevard NH 1A - beginning at State Park Road and extending approximately 7,000' north to Church Street NH 101 WB
- Ashworth Avenue (south) – beginning at Duston Avenue and extending approximately 200' north
- Ashworth Avenue (north) - beginning at the convergence with Ocean Boulevard (NH 1A NB) and extending south approximately 600' to a point 100' south of Island Path
- Intersecting Streets – approximately 100' of each of the following streets:

Harbor Road	Epping Avenue	Duston Avenue	Dover Avenue	Concord Avenue
Boston Avenue	River Avenue	Atlantic Avenue	Bradford Avenue	Haverhill Avenue
A – Q Streets	Indian Path	Nudd Avenue	Kentville Terrace	Ross Avenue

- Intersecting Streets – approximately 400' of each of the following streets:

Highland Avenue NH 101 EB	Church Street NH 101 WB
------------------------------	----------------------------

- MS4 Outfall Areas

Location	NH State Plane Coordinate System		Latitude	Longitude
	Northing	Easting		
Tuttle Avenue	148219.768	1212001.419	42.90355221	-70.81663349
Mooring Drive	149339.377	1212224.235	42.90660885	-70.81575972
Brown Avenue	150520.317	1212483.948	42.90984154	-70.81474583

Segment 2

- Ocean Boulevard NH 1A - beginning at Church Street NH 101 WB and extending approximately 11,500' north to High Street NH 27
- 101E (Winnacunnet Road) – Beginning at NH 1A and extending 400' west
- NH 27 (High Street) – Beginning at NH 1A and extending 400' west
- Kings Highway (south) - Beginning at Winnacunnet Road NH 101E and extending 100' north
- Kings Highway (north) - Beginning at High Street NH 27 and extending 100' south
- Intersecting Streets – approximately 50' of each of the following streets:

Fuller Acres	Tilton Street	Anchor Street	Great Boars Head Ave	Boars Head Terrace
Dumas Avenue	1 <sup>st</sup> -19 <sup>th</sup> Street			

- MS4 Outfall Areas

Location	NH State Plane Coordinate System		Latitude	Longitude
	Northing	Easting		
Fuller Acres	153459.033	1214362.196	42.9178603	-70.80762375
Winnacunnet, Tide Mill Creek	156919.876	1216194.21	42.92730351	-70.80065234

The general proposed survey limits within Segments 1 and 2 are highlighted in the aerial image below. These survey limits will include the MS4 Outfall areas noted above.



## 2.5 Preliminary Right-of-Way Plan

The Project Team will submit a preliminary existing right-of-way plan to NHDOT for review. The plans will incorporate information developed as part of incorporating topographic base plan survey provided by NHDOT within Task 2.2.

## 2.6 Final Existing Right-of-Way Plan

After receipt of NHDOT comments, the Project Team will develop final existing right-of-way plans. The submission of plans will include the plan as well as a written narrative describing how comments were addressed. The right-of-way plan will be submitted in both CADD format (DWG & DGN) as well as in PDF. Hard copies will not be provided. A plan showing existing boundary monumentation and survey traverse will be submitted in CAD format (DWG & DWG). Geodetic control data will be submitted in ASCII file format. The existing right-of-way plan will be recorded with the county registry by the consultant.

### Deliverables:

- Existing Right-of-Way Plan in CADD format (DWG & DGN) and in PDF. Final plan will be stamped by a NH Licensed Land Surveyor.
- Plan showing existing boundary monumentation and survey traverse in CADD format.
- Geodetic data control in ASCII file format.

**Assumptions:**

- All base topographic survey and necessary supplemental survey (survey requests) shall be provided by the Department.
- The task provides conversion of files for existing right-of-way development and conversion to formats used by team members for use in alternatives analysis and development.
- All final files will meet NHDOT CAD Deliverables including integrating DSI's AutoCAD files into Microstation for use in plan development.
- It is anticipated that one revision following the OTS will be required for the Final Existing ROW submittal.

## 3.0 DATA COLLECTION & TRAFFIC ANALYSIS

The purpose of the Data Collection & Traffic Analysis task is to collect existing conditions for the base conditions traffic models and to inform the development of design criteria and project constraints with the Department.

### 3.1 Roadway & Traffic Data Collection

#### 3.1.1 Traffic Data Collection

The traffic analysis study area will include Ocean Boulevard from the State Park Road entrance to Route 27/High Street, as well as select locations along its southbound pair, Ashworth Avenue, between Dover Avenue and Route 101/Church Street. Both routes are shared by vehicles, pedestrians and bicyclists and therefore the data collection and analysis will include all these travel modes, as described below.

The following distinct traffic scenarios will be analyzed during the AM and PM weekday peak periods and peak weekend conditions. These analysis time periods and scenarios dictate the data collection described below:

- Existing 2020
- No-Build 2026
- Build 2026
- No-Build 2046
- Future 2046

The data collection program will include Automatic Traffic Recorders (ATRs), Video Turning Movement Counts (VTMCs), parking surveys, field inventories and field observations within the study area along Ocean Boulevard (NH Route 1A) and adjacent intersecting roadway approaches.

#### **AUTOMATIC TRAFFIC RECORDER (ATR)**

Historical traffic volume data is available through the NHDOT Transportation Data Management System website for the Hampton area. Recent 2018/2019 counts are also available on the website for some locations within the study limits and are able to be supplemented with a permanent ATR located just south of the Hampton Harbor Bridge on NH 1A. This data will help calibrate background traffic growth within the project study area.

Additional ATR counts will be completed at the following locations:

- Ocean Boulevard:
  - South of State Park Road
  - Between P and O Street
  - Between G and H Street
  - Between Nudd Avenue and Highland Ave
  - Between Highland Avenue and Church Street (Route 101)
  - Between Church Street (Route 101) and Winnacunnet Road (Route 101E)
  - North of High Street (Route 27)
- Ashworth Avenue:
  - Between P and O Street
  - Between G and H Street

## VIDEO TURNING MOVEMENT COUNTS (VTMC)

Video Turning Movement Counts (VTMC) for all travel modes will be collected for one representative weekday and weekend (Tuesday, Wednesday or Thursday along with a Saturday/Sunday) during good weather conditions and peak summer traffic at the following locations identified within the study area:

- Ocean Boulevard intersections:
  - State Park Road
  - Dover Ave / Duston Ave
  - Ocean Front Southern Parking Lot Entrance
  - H Street / Ocean Front Southern Parking Lot Exit
  - Highland Avenue (Route 101)
  - Church Street (Route 101)
  - Winnacunnet Road (Route 101E)
  - High Street (Route 27)
  - Up to 5 additional sidestreets as required
- Ashworth Avenue intersections:
  - Island Path
  - F Street
  - G Street
  - Keefe Avenue / I Street
  - Fellows Avenue / P Street

The turning movement counts will be collected during the following peak periods between July and August when seasonal traffic is at its highest:

- Weekday AM peak period (6:00 AM – 10:00 AM)
- Weekday PM peak period (3:00 PM – 7:00 PM)
- Weekend Mid-day peak period (10:00 AM – 2:00 PM)
- Weekend Afternoon peak period (5:00 PM – 8:00 PM)

Unless otherwise noted, all VTMCs will identify vehicle classifications to include:

- Passenger cars (include 4-tire vans and pick-up trucks);
- Medium trucks (2 axles/6 tires or 3 axles);
- Heavy trucks (4+ axles) - including WB-40, WB-50, WB-62 and WB-67;
- Pedestrians;
- Bicyclists; and
- Buses/trolleys.

## FIELD OBSERVATIONS

The following observations will be noted at the count locations listed above to help inform data processing, traffic model calibration, and gain a better understanding of user behavior along the corridor and at key intersection locations:

- Interactions between travel modes;
- Observed intersection vehicle queuing, circulation, congestion levels and driver behaviors;
- Travel time observations;

- Parking and loading operations;
- Multi-modal traffic operations during peak, off-peak and special events;
- Multi-modal desire lines;
- Driver yielding and pedestrian crossing behaviors;
- Pedestrian use of the public realm

### **PARKING SURVEY**

A manual survey of parking utilization during the peak season will be completed to assess parking demand along the Ocean Boulevard/Ashworth Avenue corridors, as well as along side streets between both corridors. Each block will be observed every two hours between 6 AM to 8 PM to determine level of parking utilization throughout the day. Existing parking regulations along the corridor and side streets will also be noted.

Existing private and public parking lots within the project area will be also be visited every two hours during operating hours to confirm overall off-street parking supply and average occupancies to help determine whether any on-street parking displacement could be accommodated within adjacent lots. Occupancy information will be gathered through interviews with operators of larger scale lots and visual observations within smaller lots.

#### **3.1.2 Electronic File Review, Coordination, and CADD Setup**

The Project Team's efforts anticipated within this task include:

- Collection and review, organization, distribution to team members, assembly and conversion of files for the Project Team's use for the project.
- Assemble and collection of existing record plans and as-built drawings from the NHDOT.
- Review and assessment of the Department's SADES Database.
- Initial project setup including collaboration tools, SharePoint sites, websites for successful collaboration with the Project Team and NHDOT.
- CADD setup and closeout of the project will meet the NHDOT's 2017 CAD/D Procedures and Requirements provided on the Department's website: <https://www.nh.gov/dot/cadd/>

#### **3.1.3 Survey Field Review**

A field review of the compiled base mapping will be conducted to confirm existing conditions, identifying conflicts or issues, and mapping deficiencies. The field reconnaissance will compare base mapping and include:

- Roadway features – review of the existing roadways and intersections and ancillary features impacted by the project. Existing features including curbs, retaining walls, traffic signs and structures, location and visual inspection of guardrail condition, traffic signal equipment and handholes, aerial and underground utilities, landscaping, existing sidewalks and curb ramps;
- Drainage – identification of closed drainage and culvert locations; manholes and catch basins, closed drainage system and subsurface vaults, roadway cross slope resulting in drainage issues, inlet and outlet conditions, and outfall locations and conditions (if accessible);
- Collection of new existing features with global positioning system (GPS) equipment for inclusion in the base mapping, as needed.

### 3.1.4 Base Plan and DTM Creation

The Project Team is responsible to process electronic and hard copy (as applicable) files provided by the NHDOT to create required base mapping and three dimensional (3D) models, right-of-way plans and property owner information in the Project Team's software platform.

## 3.2 Base Network Model

Existing and future transportation conditions, projecting background growth to 2046, current on-going developments, other approved and planned developments and their proposed mitigation measures as well as any planned regional projects will be included in this task.

The Project Team shall develop traffic volume maps of up to four (4) traffic analysis periods including weekday AM & PM and weekend peak hours. The maps will cover the following volume scenarios:

- 2020 Existing Traffic Volumes
- 2026 Build Year Traffic Volumes
- 2046 Future Traffic Volumes

HDR will collect origin/destination data using *Streetlight Data* to assist in developing the proposed traffic volumes and pedestrian and bicycle desire lines. *Streetlight Data* collects geospatial information created by mobile phones, GPS devices, connected cars and commercial trucks, fitness trackers, and other devices; and the software will help the Project Team process the information to identify approximate volumes as well as movement patterns by tracking origins, destinations, and route choices. As the information is integrated into the traffic models, the Project Team will calibrate and review the data with the Department.

### 3.2.1 Develop Future Traffic Forecasts for Design Year

In coordination with the Rockingham Planning Commission, HDR will develop the background traffic growth forecasts based on historic growth rates supplemented with specific growth tied to known development activity. This task will not include any review or analysis of a regional travel demand model.

### 3.2.2 Develop and Calibrate Base Network Model

A traffic operations analysis will be conducted within the study area using a combination of Synchro and VISSIM (traffic modeling softwares). A Synchro model will be developed for use on the entire corridor. Based on the enhanced capabilities to model bicycle and pedestrian operations along with more realistic geometric parameters, VISSIM will be used to provide a more refined traffic model for certain segments of the corridor. Results of these analyses will provide a quantitative assessment of existing vehicular traffic operations. It is assumed that the NHDOT will be able to provide the base Synchro model from the 2018 Transportation Update of the Town's Hampton Beach Area Master Plan.

In addition, quality control and calibration of the microsimulation model is included and required to complete the traffic modeling. This will include a field review of multi-modal traffic operations during the peak hour analysis periods to confirm the model is accurately reflecting existing field conditions.

## 3.3 Safety Analysis, Crash Data Request and Review

Crash data will be requested from the NHDOT for the study area. Period of crash data analysis will be determined in coordination with the NHDOT, but it is anticipated that up to 10 years of data will be made



available to the Project Team. It is understood that more detailed crash reports will likely be required to supplement available information through coordination with local Police Departments. A qualitative analysis of the available crash data will be performed for the study area to determine crash patterns, crash issues, identify pedestrian and bicycle related crashes, and recognize any potential improvements that may be implemented to reduce and prevent crashes.

### **3.4 Data Coordination & Technical Support**

The Project Team will coordinate traffic data collection and analysis to assist with the preparation of traffic related planning, environmental requirements, and public outreach activities. Traffic data compiled from NHDOT sources and collected by HDR will include traffic volumes, truck percentages, signal timing parameters and traffic operational delay data to support air quality, noise and economic analysis. No additional data will be collected to support environmental permitting and documentation.

#### **Deliverables:**

- Draft and Final Memorandum on Calibrated Base Network Model
- Draft and Final Traffic and Safety Analysis Summary Report

#### **Assumptions:**

- Deliverables are anticipated to be referenced materials for the NEPA documentation

## 4.0 ALTERNATIVE DEVELOPMENT & EVALUATION

This task includes the initial investigation of constraints, establishment of design criteria, and prioritization of project goals. Based on background research and information gained through initial public engagement activities detailed within Section 8.0, an Alternative Screening Workshop will be held to kick off development of concepts, which will be reduced to a shortlist of concepts through the public involvement process.

The shortlisted alternatives will be included in the project documentation, in order to determine the selected alternative or "Proposed Action" in the NEPA documentation. The Project Team is responsible for documenting that the Proposed Action complies with applicable standards and criteria. Where appropriate, the required variances will be identified.

### 4.1 Establishment of Roadway Design Controls and Criteria

This task's efforts focus on establishing the design controls needed for the preliminary and final design based on the latest AASHTO Policy on Geometric Design of Highways and Streets and the NHDOT Highway Design Manual along with the AASHTO Guide for the Development of Bicycle Facilities, FHWA Small Town and Rural Multimodal Networks and National Association of City Transportation Officials (NACTO) Multimodal Guides. Design criteria will also consider functional roadway classification, traffic volumes, safety, multi-modal needs, right-of-way, access and parking, drainage, utility impacts, environmental impacts and constraints, cost, constructability, traffic management and other requirements of the NHDOT Project Development process.

### 4.2 Alternatives Development and Screening

Prior to the identification of alternatives and after collection of the initial public input through the Stakeholder Outreach Meetings, the Project Team and NHDOT will define the project's purpose and need, and associated goals and objectives. This process will be structured to create evaluation criteria that will determine if the alternatives meet the project's purpose and need, and then focus the alternatives engineering effort to develop reasonable and cost-effective options to meet the project goals. This process will help establish the rationale for elimination of alternatives that will be discussed within the NEPA documentation as alternatives considered but dismissed.

Within the process, the Project Team will hold an Alternative Screening Workshop to brainstorm improvement ideas for the study area and jointly develop screening criteria to determine if the alternatives meet the project's purpose and need. Using the established criteria, the team will identify a shortlist of alternatives to develop and analyze in greater detail. We anticipate that these efforts associated with this exercise will include:

- Review of multi-modal traffic data collection, analysis of the past traffic studies and development of the existing conditions traffic network model;
- Presentation of the existing conditions and project data, and a field walk with the key stakeholders to identify design criteria and project controls, along with gathering anecdotal information relevant to the project for the purpose of gaining a broader perspective for brainstorming of concepts;
- Review of the Town of Hampton Master Plan;
- Facilitating discussion of design criteria and prioritization of area resources and potential areas of conflict;
- Fostering potential alternatives discussion with the stakeholders to establish a list of solutions; and
- Compiling meeting minutes, notes, graphics presented, and summary of the meeting.

Up to three (3) cross section options for each segment of the corridor will be reviewed by utilizing available data from the existing traffic analysis and data gathering efforts to provide a high level qualitative screening intended to identify fatal flaws, general performance characteristics and large environmental impacts. The purpose of this screening is to eliminate the obviously infeasible alternatives or alternatives that do not meet the project's Purpose and Need, and identify the alternatives which appear to best achieve the project goals for consideration. The corridor segments may be subdivided further according to changing right-of-way; roadway configuration, adjacent land use and/or environmental constraints and result in the potential development of 14-16 cross sections in total. It should be noted that in order to provide multi-modal continuity between segments and reflect right of way/land use contexts, modal elements such as travel lanes, bikeways and sidewalks will be provided in each option but may vary in width and location within the cross-section. Up to two revisions of the initially developed cross sections based on initial stakeholder feedback are anticipated.

Up to two (2) contextually appropriate alternatives will be identified for the corridor through this process. In association with the development of the two alternatives, up to two (2) sub-options or variations for each alternative (four total sub-options) may be developed and advanced. These sub options may consist of smaller variations such as different parking configurations, access management strategies or changes to side street operations.

The following intersections will also be reviewed for potential traffic control, safety and/or geometric changes. It is assumed that the intersections will be able to be applied interchangeably within each corridor concept but may need to be adjusted to facilitate general continuity of travel modes both upstream and downstream of the intersections. It is assumed that potential intersection configuration changes will be discussed using high level conceptual graphics at this stage, and further developed and analyzed when incorporated into the corridor concepts as described in Section 4.3.

- Dover Avenue / Duston Avenue
- Highland Avenue (Route 101)
- Church Street (Route 101)
- Winnacunnet Road (Route 101E)
- High Street (Route 27)

Additionally, the No-Action or No-Build Alternative must be defined and carried through the entire evaluation and assessment process.

#### **4.3 Conceptual Roadway & Traffic Design**

The identified alternatives will be developed with input from analysis performed in Task 3.0. The corridor and intersection concepts are expected to include both Segments 1 and 2 within the limits identified in the figure below.



#### 4.3.1 Traffic Design

The Project Team will develop the proposed alternative designs to improve operational issues for all modes of transportation. HDR assumes this task will develop up to three (3) different configurations that will be analyzed, including a no-build scenario, to develop the future year alternative models.

HDR will analyze the alternatives for 2046 traffic volumes to satisfy NEPA requirements and identify a preferred alternative. Supporting documentation in technical format will be provided for up to three (3) configuration options as described above, however final analyses and technical documentation will be provided for the No-Build and the two (2) alternatives developed in Task 4.2.

#### 4.3.2 Roadway Design – Preparation of Concept Plans, Profiles, Typicals & Cross Sections

The Project Team will develop conceptual corridor plans for up to two (2) conceptual alternatives based on the results of the above analysis. These alternatives may be carried directly from the screening process, be modified, or new alternatives may be created based on what is learned during the evaluation.

The Preparation of Concepts - plans, profiles, typicals and cross sections task involves development of typical sections and conceptual plans and graphics to determine the impacts, costs, and advantages and disadvantages of each concept. These concepts will be developed concurrently with traffic analysis to establish that the design elements provide adequate capacity for the 2044 design year. Draft concepts will be prepared for the Department's approval utilizing tissues, design software and CAD, and GIS. This effort will include:

- Roll plan submission of alternatives to include general plans, profiles, and critical cross sections of each roadway alternative
- Inclusion of environmental resources and retaining walls
- Typical sections of improvement
- Preliminary Traffic Management & Sequencing, Typical/Critical Sections, Impacts, & Preliminary Construction Schedule
- Preparation of materials, attendance and presentation at the Department's Traffic Control Committee (TCC) Meeting
- Preliminary Water Quality Designs and potential BMPs determined by a Pavement Only Analysis of each alternative



- Preliminary utility conflict identification for each alternative
- Environmental impact identification for each alternative
- Conceptual cost estimate for each alternative. Only the major items will be quantified. Other items will be accounted for via assumed cost percentages of the major items. An itemized estimate including all quantities is not required at this stage.
- Design Narrative/draft engineering report documenting controls and considerations for each alternative
- Preliminary submission for the entire corridor
- Pre-hearing concept submission focused on the Segment 1 area that will likely be presented at a Public Hearing and include driveway tie-ins, drainage (closed, culverts, bmps, outfalls), temp easements, utility needs, refined estimate, traffic control narrative and critical sections and concept level construction sequence

#### **4.3.3 Multi-modal Facility Design (Bike/Ped/Transit) Evaluation**

The Project Team will evaluate multi-modal opportunities and impacts associated with the conceptual alternatives. The Project Team will consider on and off-road improvements for multi-modal users based on the input gathered from NHDOT and local stakeholders.

The evaluation will consider bicycle network connectivity and level of comfort for users as part of the East Coast Greenway route, as well as connections to local destinations. Connectivity and accessibility of pedestrian facilities will be reviewed along the corridor as well as from side streets. Pedestrian travel patterns to and from adjacent parking facilities to destinations such as the Hampton Beach and the Casino Ballroom will be reviewed along with potential wayfinding strategies to direct pedestrians to use designated crosswalks.

#### **4.3.4 Stormwater Management Concepts and Design**

##### **4.3.4.1 Tributary Drainage Area Delineations**

Using ArcGIS and topographic data, the Project Team will delineate tributary drainage areas to the existing drainage system including catch basins, culverts, outlets, and outfalls. The directly connected impervious area within each tributary drainage area will also be delineated to calculate a square footage of impervious area. Drainage area delineations will be initially based solely on the available data collected under Tasks 2 and 3.

Drainage area delineations will include upland areas that contribute overland or closed-conduit stormwater drainage to the piped drainage system or points of discharge (i.e., outlet or outfall) to receiving waterbodies for Segments 1 and 2 only. Automated checks for quality control will be built into a geodatabase with all newly created GIS delineations including record sorters to detect outliers and field data entry limits. Quality control procedures will also include a 10 percent check of random geodatabase delineation data versus existing data records review, as available. A shape file of the delineations will be created for the subtasks below.

##### **4.3.4.2 Water Quality Volume & Water Quality Flow Calculations**

Consistent with United States Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) and the New Hampshire Stormwater Manual: Volume 2, Revision 1.0, the Water Quality Volume (WQV) within each tributary drainage area comprising Segments 1 and 2 will be calculated. Given the challenges associated with

existing conditions (i.e., limited physical space, high groundwater, etc.) Water Quality Flow (WQF) calculations will also be completed for specific tributary drainage areas, as needed. WQF is appropriate for flow based treatment practices to be identified and sized where WQV treatment is determined to be infeasible based on subtasks below. A Draft and Final Technical Summary Memorandum summarizing these calculations will be prepared. A single round of review comments is assumed.

#### **4.3.4.3 Investigation of Appropriate Water Quality Treatment Controls and Structural BMP's**

The Project Team will investigate appropriate water quality treatment measures or BMPs necessary to treat the WQV or WQF calculated in Subtask 4.3.4.2. We will develop a menu of appropriate BMPs based on tributary drainage area size, available land area for BMP siting, aesthetics and fit within existing landscape, depth to high water table, and other key physical feasibility features. Specifically, a list of potential stormwater control measures including but not limited to wet extended detention basins, gravel wetlands, vegetated swales, permeable pavement, underground sand filters, and proprietary water quality devices will be developed for each tributary drainage area to identify BMP target or opportunity areas. This will include specific BMP type, preliminary sizing, known subsurface conditions i.e., soil type depth to groundwater, and total areas needed for management (i.e., X acres for specific BMPs) at specific locations along Segments 1 and 2 upstream of five affected MS4 outfalls (see Subtask 2.3). These five outfalls targeted for BMP opportunity and feasibility evaluations do not include new outlets or outfalls that may be determined to be necessary as part of any subtasks included in this Task 4.

The team will work with the DOT to describe pros and cons and feasibility limitations associated with each BMP opportunity considering potential traffic, community, hydraulic or utility conflicts and maintenance requirements. The team will present this information during a face to face meeting with NHDOT. Subsequent to this meeting discussion, a Draft and Final Technical Summary Memorandum will be prepared inclusive of project team recommendations. A single round of review comments is assumed.

#### **4.3.4.4 Determine Preliminary Size & Placement of Structural BMP's**

The Project Team will identify potential BMP sites including preliminary BMP size and location within the project area for presentation at the Public Hearing. For the entire corridor level design within the preliminary submission, recommended BMPs will be designed to 35% including site constraints, hydraulics, and sizing to achieve water quality volume. A site walk of the project area will be undertaken to facilitate this design milestone. Moving into the Public Hearing process and based on data collected under Task 5, the prehearing concept submission will take the BMP design to a 65% level. Preliminary ownership responsibilities and operations and maintenance easements required will also be determined as part of this subtask for presentation at Public Hearing.

#### **4.3.5 Right-of-Way Impact Determination & Preliminary Layout**

For conceptual alternatives requiring additional impact and easement, the Project Team will assist the Department in identification of potential right-of-way acquisitions and easements required for the public hearing plan.

#### **4.3.6 Constructability, Traffic Management and Traffic Control Impacts Evaluation**

The Project Team will evaluate construction sequencing and traffic management requirements to construct the proposed alternatives. This will include a high level prioritization of which corridor segments or intersection locations to carry forward for construction based on available funding.

#### **4.3.7 Conceptual Cost Estimates & Quantities**

Program Cost Estimates will be prepared to assist in decisions and supporting program requirements.

#### **4.3.8 Decision Matrix – Evaluation and Comparison of Alternatives**

The project documentation will compare the proposed alternatives in a decision matrix to identify the impacts, risks, concerns to enable the NHDOT in selecting the Proposed Action. Environmental and cultural resources identified and assembled through the tasks in Section 7.0, Environmental Coordination, will be provided to the designers to evaluate the alternatives' merits, tabulate impacts, and used to select an alternative meeting the goals, Purpose and Need and required documentation of the project. Pending the outcome of the comparison and selection of the Proposed Action, the Project Team will advance the Preferred Alternative/Proposed Action for presentation at the Public Hearing.

The Project Team anticipates providing draft submissions through the over-the-shoulder design meetings and process, and a final submission for NHDOT approval in Task 4.4.

### **4.4 Reporting and Documentation**

#### **4.4.1 Draft and Final Traffic and Safety Analysis Summary Report**

A traffic and safety analysis summary report will be compiled which documents existing, No-Build and Build traffic conditions along with a summary of the study area crash analysis, multi-modal accommodations, and traffic modeling. In addition this report will include a signal warrants analysis for opening and design years at up to five intersections.

#### **4.4.2 Preparation and Submission of Draft Preliminary Engineering Report (PER)**

The Preliminary Engineering Report will document the existing roadway, traffic and bridge conditions, proposed alternatives, design criteria, and needs and concerns of the project for clear zone, drainage and water quality, pavement design, right-of-way, traffic management, utilities, multi-modal needs, and other requirements of the NHDOT Project Development process.

#### **4.4.3 Revisions and Submission of Final PER**

The Project Team will incorporate, respond to and consolidate comments of the Draft Preliminary Engineering Report to finalize the document.

### **4.5 Over-the-Shoulder (OTS) & NHDOT Coordination Meetings**

Over-the-shoulder (OTS) and coordination meetings with NHDOT are assumed for the design related activities. Five (5) meetings have been assumed with traffic and design engineers and environmental specialists to facilitate the design direction, prepare for future meetings, identify new opportunities for the project area, deliverable review and concurrence, and other potential changes required for a quality submission.

**Deliverables:**

- Draft Alternatives concept plans, profiles, typicals & cross sections and evaluations submitted through the Over-the-Shoulder Meetings
- Preliminary traffic management & sequencing, typical/critical Sections, impacts, & preliminary construction schedule
- Preparation of materials, attendance and presentation at the Department's Traffic Control Committee (TCC) Meeting
- Draft and Final Water Quality Volume/Flow Calculations Technical Memorandum
- Draft and Final BMP Recommendations Technical Memorandum
- Preliminary water quality designs and potential BMPs determined by a pavement only analysis of each alternative
- Design narrative/draft engineering report documenting controls and considerations for each alternative that will be revised and updated with each submission
- Decision matrix – evaluation and comparison of alternatives
- Utility and environmental impact worksheet documentation
- Conceptual estimate and quantities of major items only for each alternative. Final Concepts included in the Preliminary Engineering Report (PER)
- Draft & Final Preliminary Engineering Report (PER)

**Assumptions:**

- The Alternatives Screening Workshop is anticipated to include materials such as aerial plans, existing conditions plans and cross sections, existing traffic network model, and 2D animation to assist in identifying concerns and opportunities.
- One comment revision is anticipated between Draft reports and the Final Submission.
- The NHDOT will compile and resolve conflicting comments prior to submitting to the Project Team for review and incorporation into the Final Submission.
- Only one meeting with TCC will be attended.
- The final documents are expected to be referenced as appropriate in the NEPA document for final FHWA review and approval.
- The design narrative/draft engineering report will be updated with each submission
- It is assumed that the decision matrix – evaluation and comparison of alternatives will have up to two revisions.
- Based on review of available culvert and bridge data, no NHDOT maintained structures are located within the proposed project limits and thus this scope of work does not include any structural evaluation or design.

## 5.0 NHDOT DESIGN FACILITATION & COORDINATION

### 5.1 Utility Design Coordination

The Project Team will provide required plans and support documentation for the Department to complete the Utility Verification. The Project Team will be responsible for transcribing and incorporating existing utility information into existing utility CAD files (DGN) following the NHDOT CADD Manual. This scope assumes that NHDOT Bureau of Highway Design, Design Services Section will perform utility investigations including required 1<sup>st</sup> verification, correspondences and meetings with utility companies.

After review of the survey base plan showing the existing record locations of subsurface utilities, the HDR Team will perform Subsurface Utility Engineering services to locate the horizontal position of existing utilities (Quality Level B). Record water and sewer information will be obtained from the Town of Hampton in the form of record plans and as-builts. The HDR Team and the Department will not be responsible for removing sewer manhole covers to obtain manhole or pipe information, such as size, material, condition, or invert elevation.

Up to three additional meetings are assumed for coordination with Design Services and Utility Companies for Part A Design Services. These meetings include with the Town of Hampton to discuss future utility projects proposed within the project limits.

### 5.2 Subsurface Utility Engineering

Following a review of the survey base plan showing the existing record locations of subsurface utilities, the HDR Team will perform Subsurface Utility Engineering (SUE) services to locate the horizontal position of existing utilities (Quality Level B). The HDR Team will coordinate with utility providers during the SUE investigations and verify the resulting information with them. The HDR Team will update the survey base plan with the findings from the SUE investigation and label the quality level of the information for each major run of a utility and underground vaults.

- Assume three (3) coordination meetings will be required with the Department with HDR and SUE subconsultant attending.
- Due to the uncertainty of the limits of SUE, an allowance for QL-B SUE investigation is provided in the fee estimate.

### 5.3 Geotechnical Design Coordination

The Project Team will provide required plans, alignment and coordinate information, and other necessary documentation for the Department to complete the subsurface investigations and reports. This scope assumes that NHDOT will perform geotechnical investigation and design including performing necessary subsurface investigations for roadway and proposed stormwater BMP locations. HDR will incorporate NHDOT findings into corridor cross-sections including ledge and muck lines as required.

No additional meetings are assumed for coordination with the Bureau of Materials and Research.

### 5.4 Additional Survey Request & Coordination for Part B

The Project Team will prepare and provide a survey request for required topographic survey to prepare the project for Part B Design. This scope assumes:

- Correspondences and request will be provided electronically.



- No additional topographic survey by the HDR Project Team.
- No additional meetings are required for coordination with the Department.

**Deliverables:**

- Base plans and electronic deliverables, as required.
- Updated base plan showing results of SUE investigations in electronic PDF and DGN format.

**Assumptions:**

- This scope assumes that NHDOT Bureau of Highway Design, Design Services Section will perform utility investigations, including required 1<sup>st</sup> Verification correspondences and meetings with utilities.
- The HDR Team will perform SUE services to horizontally locate (quality level B) subsurface utilities.
- This scope assumes that NHDOT will perform geotechnical investigation and design including performing subsurface investigations, testing and explorations.
- No Additional Team Meetings are required for coordination with the Bureau of Materials and Research and Bureau of Right of Way.
- It is assumed that no geotechnical recommendations will be available or required for Part A services.
- All correspondences and request will be provided electronically.

## 6.0 POST-HEARING/FINAL SUBMISSION

The Post-Hearing/Final submission will follow the Department's Project Development Process and submit a refined alternative from the Public Hearing to satisfy the Department's response to public comments. The task deliverables are a revision submission of the public hearing plan and previous submitted materials in Task 4.0 of the selected alternative (Proposed Action-Segment 1 only). A new alternative is not envisioned or included in the effort. The Project Team will support the Bureaus of Highway Design, Environment and Right-of-Way to prepare the selected alternative (Proposed Action-Segment 1 only) for Final Design.

### 6.1 Traffic Design

The Project Team will supplement previous developed analyses from the Alternatives Analysis, as required to support the Public Hearing comments and responses. The effort may require additional capacity analyses and technical reporting, however no additional traffic volume modeling is assumed in the task.

For preparation of final design estimates support, estimated costs for traffic signals, and major sign structures will be provided by the Department.

### 6.2 Roadway Design (Slope & Drainage Submittal)

The refined alternative is expected to address design changes that arise through the hearing process and finalize post-hearing comments (Segment 1 only). The Post-Hearing/Final Submission will include refinement of the following items, as necessary:

#### 6.2.1 Post-Hearing/Final Submission Plan Revisions

Upon receipt of the Public Hearing Comments, the Project Team will make recommendations to the Department for adjustments, as necessary, and incorporate the Department's revisions to prepare the plans and files for use in a Part B Design. The Post-Hearing/Final Submission includes a Slope and Drainage level submittal and will incorporate revisions to the following plans developed under Task 5.0. No additional or new concepts are expected to be developed for this submission.

Anticipated efforts include:

- Finalize horizontal and vertical alignments and geometric layout for corridor;
- Finalize driveway and walkway design;
- Finalize slope lines;
- Finalize Drainage Design (pipe sizes and outlets);
- Finalize stormwater treatment designs;
- Design of permanent erosion control measures;
- Proposed intersection plans including proposed lane-use, pavement layout and major control elements.
- Prepare Signal Equipment Layout Plans (2 locations assumed)
- Evaluate/minimize utility impacts/relocations;
- Evaluate temporary and permanent easement needs with Bureau of Construction;
- Confirm Right of Way layout with the Bureau of Right of Way (1 work session)
- Evaluate traffic control and phasing (including temporary signals where warranted) during construction with Bureau of Construction (1 work session)
- One (1) field inspection with the Department to review the design.

### 6.2.2 Preliminary Estimating

For preparation of final design estimates support, the Project Team will adjust the conceptual estimate and quantities of major items only for the selected alternative as required by the Public Hearing Comment Response (Segment 1 only). An itemized estimate including all quantities is not anticipated.

### 6.2.3 Final Documentation

In addition, the Project Team will revise and update the documentation previously submitted in accordance with the Public Hearing recommendations and revisions. Anticipated efforts include reevaluation for:

- Existing utilities, conflicts and potential costs based on hearing comments and utility coordination;
- Environmental impact update and summary of the environmental commitments, including reevaluation of the preliminary water quality designs and adjustments made to previous calculations and analysis;
- Updates to the preliminary construction duration/estimate based on the plan revisions and comments;
- Revisions and updates to the geometric reports, design calculations, and design variances or exceptions required based on the revisions; and
- Revisions to the Preliminary Engineering Report, a separate or new design narrative is not included in this effort.

### 6.3 OTS & NHDOT Coordination Meetings

Over-the-shoulder (OTS) and coordination meetings with NHDOT are assumed to help support design modification/changes within this project task. One (1) meeting is assumed with traffic and design engineers and environmental specialists to facilitate the design direction of the Post-Hearing/Final Submission.

#### Deliverables:

- Revised Post-Hearing Traffic Analysis (Segment 1 Only), Estimates, and Documentation
- Slope & Drainage level submittal including:
  - Five (5) sets of roll plans showing geometric layouts, slope lines, drainage system details and drainage features (including permanent BMP's), possible utility relocations, proposed right of way including drainage, slope and/or construction easements.
  - Typical sections, profiles (roll plan), guardrail locations and cross sections (every 50 feet plus criticals) with complete template plotted
  - Two (2) bound copies of the project drainage design manual
  - Traffic Control Plans/sequencing including slope lines, lane use, temporary guardrail, temporary signals, and temporary drainage.
  - The plans will incorporate any additional environmental resources, culverts, utilities, traffic signal, multi-modal facility to support the conceptual estimate and adjusted through the hearing process
  - Additional or revised Best Management Practices refined through the hearing process



**Assumptions:**

- Only the selected alternative (Proposed Action) presented in the Public Hearing will be revised and prepared for Part B Final Design (Part B is not included in this scope of services). Task 4.0 is intended to prepare the concept and files for Final Design.
- No retaining wall or structure designs are included in this scope of work.
- The conceptual estimate will be a refined program estimate by major items and use of percentages based on engineering judgment and past bid history for the selected alternative. An itemized estimate including all quantities is not anticipated.
- Attendance and resubmission to the Traffic Control Committee is not required.
- Preliminary signal plans will be developed (2 locations assumed) in order to define considerations for necessary right-of-way layout in Task 5.0.
- Preparation of the NPDES/MS4 CGP Notice of Intent (NOI) is not included in this scope of work.
- One comment revision is anticipated between Draft and the Final Submission.

## 7.0 ENVIRONMENTAL COORDINATION

For scoping considerations, the Project Team assumes the level of documentation required to satisfy the National Environmental Protection Act (NEPA) will be a Categorical Exclusion (CE), as outlined during the project scoping meeting. As the alternatives are developed, and a Proposed Action is identified, the documentation required may be modified to meet the requirements under NEPA. Upon review and consolidation of the alternatives through the Alternatives Screening process, the environmental documentation will be refined for inclusion in the CE.

### 7.1 Data Collection

Existing resource data will be collected through state and federal data sites (reports and GIS mapping), existing environmental documents for nearby projects, environmental permit applications for nearby projects, corridor studies, and mapping and information from local governments.

An initial "desktop" collection of available resource information such as the National Wetlands Inventory (NWI) mapping, waterways or watercourses maps, soil survey data, to facilitate screening and before conducting the field wetland delineation within the data collection task above. A two-day field visit will be undertaken to ground truth the GIS data and to identify any sensitive features or habitat within the study area. Mapping will be prepared for key resources including parkland, floodplains, wetlands, soils, active farmlands, public and conserved lands, cultural resources, sensitive habitat, and contaminated properties. This mapping and baseline documentation will be used by the Project Team in the initial development of the range of alternatives.

### 7.2 Purpose and Need Development & Agency Coordination

The Project Team will develop the Purpose and Need in coordination with the NHDOT. In addition, the Project Team will conduct agency coordination required for the NEPA document (and future environmental permits under Part B) including, but not limited to, FHWA, NHDOT, U.S. Fish and Wildlife Service (FWS), the National Oceanic and Atmospheric Administration (NOAA), U.S. Army Corps of Engineers New England District Regulatory Division, New Hampshire Fish and Game (NHFG), New Hampshire Division of Historical Resources (NHDHR), and the New Hampshire Natural Heritage Bureau (NHNHB). In addition, the Project Team is expected to attend Natural and Cultural Resource Agency Coordination Meetings held by the NHDOT.

#### 7.2.1 Purpose and Need Development

The Project Team will prepare a written description of the project and a concise Purpose and Need statement. The Purpose and Need will be submitted to NHDOT and FHWA for review and concurrence. Revisions will be made based on comments received.

#### 7.2.2 Agency Coordination Letters

For these coordination letters, existing project and site information will be used where available. Additional coordination letters and inquiries may be added or revised as the project progresses.

#### **New Hampshire Natural Heritage Bureau (NHNHB) Review**

The Project Team will use the DataCheck tool on the NHNHB website to conduct initial coordination with this agency. A coordination letter will be prepared under this scope, if an occurrence is identified from the on-line data.

### **U.S. Fish and Wildlife Service Review**

The Project Team will conduct a web-based IPaC consultation for the project to identify listed species which may occur in the project area.

### **New Hampshire Fish and Game**

Since it is known that Piping Plover and Least Tern are nesting near the project, a letter will be prepared and submitted to NHFG.

### **National Oceanic and Atmospheric Administration**

At this time, no alteration of aquatic habitats is anticipated, therefore no project letter is proposed for NOAA NMFS. This will be confirmed with NMFS at the outset of the project.

### **Town of Hampton**

Letters will be provided to various Town agencies such as Conservation; Parks & Recreation; Planning; others as required.

### **New Hampshire Department of Natural and Cultural Resources**

Letters will be provided to the NH Division of Parks and Recreation, and Division of Forests and Lands.

### **New Hampshire Office of Strategic Initiatives**

OSI will be contacted for information as appropriate related to development, land protection, floodplains, geographic data, census data, and other pertinent information.

### **Rockingham Planning Commission**

RPC will be contacted for information such as initiatives, various transportation data, environmental data, maps and GIS data, etc.

## **7.2.3 Biological Assessment**

It is assumed formal coordination under Section 7 of the Endangered Species Act (ESA) will be required for this project for the Piping Plover (*Charadrius melodus*) and the Least Tern (*Sterna antillarum*). It is assumed a BA will be required for these two species. It is assumed a BA will not be required for the Northern Long-Eared Bat. The following will be undertaken in the development of the BA:

### *Research and Data Compilation*

The project team will verify, document and compile existing information on Piping Plover and Least Tern within the project vicinity to develop study baseline. Research efforts will be coordinated with USFWS and NHFG. Baseline information on the Piping Plover will be drawn from that collected for the Seabrook-Hampton Bridge Project, where applicable. Records will be compiled to show abundance as well as to assist in identifying habitat use areas in the vicinity of the project site. Any information on the home ranges of the species will be included if available.

### *Habitat Characterization and Mapping*

Research will be undertaken to characterize the species habitat and document potential habitat in the immediate vicinity of the project area. Characterization will include such information as typical habitat features, breeding characteristics, distance from disturbance, major food sources and other critical habitat features. In addition, relevant existing physical, chemical and biological features within the project study area including general floral and faunal associations will be investigated and characterized. This analysis will be informed by the ongoing consultation regarding the Piping Plover for the Seabrook-Hampton Bridge Project.

Piping Plover and Least Tern habitat, if present within the project study area, will be portrayed on project maps. Habitat will be defined by the use areas identified by the Research and Data Compilation Task. Potential/available habitat in the immediate project vicinity will also be mapped, based on results of habitat characterization. Such mapping will portray any habitat features frequently present at other documented habitat locations as a preliminary means to estimate potential use areas and evaluate the relative importance of the area for Piping Plover and Least Tern populations.

### *Impact Assessment*

The Build alternative will be evaluated to assess potential habitat impacts. Temporary impacts to habitat resulting during and immediately following construction activities will be estimated and characterized. Permanent or chronic habitat impacts will be evaluated based on information obtained in the Research and Data Compilation, and Habitat Characterization tasks. Cumulative and secondary habitat impacts will be estimated for both the local habitat and populations and regional populations. A detailed quantitative noise study is not part of this portion of scope; only a qualitative noise assessment will be conducted based on existing information, information from other tasks in this scope and literature.

### *Impact Mitigation*

Measures to mitigate temporary, permanent and/or secondary habitat and/or population impacts will be investigated. The Project Team will consult with regulatory agencies and other subject matter authorities to determine appropriate mitigation measures. These mitigation measures will be vetted with the NHDOT and discussed in the BA Document.

### *Report Preparation*

The initial Biological Assessment report will be compiled to present the results of all identified tasks, including written summaries, maps, and references. This report will be submitted to the NHDOT for submission to FHWA, who will forward it to the USFWS to continue the ESA Section 7 interagency cooperation process. The NHFG will also receive a copy of the BA. The report will include:

- a description of the alternative being evaluated
- a description of the specific area that may be affected by the alternative
- a description of any listed species, critical habitat or suitable habitat that may be affected by the alternative
- a description of the manner in which the action may affect listed species, critical habitat or suitable habitat, and an analysis of cumulative effects
- an analysis and description of measures to avoid, minimize and/or mitigate potential impacts
- copies of relevant reports from other, nearby projects, including environmental impact statements, environmental assessments, or biological assessments pursuant to Section 7(c) of the ESA



- other relevant studies or other information available on the proposed project, the affected listed species, or critical habitat
- References and citations

Following review by the NHDOT, USFWS, and NHFG, any comments will be incorporated, as appropriate. It is assumed that one meeting will be required with the regulatory agencies and NHDOT to discuss review comments and revisions. Following generation of the USFWS's biological opinion pertaining to the proposed action, a response will be prepared if necessary.

#### **7.2.4 Natural Resource Meetings**

The Project Team is anticipated to attend two (2) Natural Resource Agency Coordination Meetings held by the NHDOT to present the environmental aspects of the initial data gathering as well as important feedback during the Alternatives Screening process. It is assumed two members of the Project Team will be in attendance at each meeting and meeting minutes will be prepared.

The Project Team is anticipated to attend up to two (2) additional Natural Resource Agency Coordination Meetings held by the NHDOT to present the environmental aspects of the project at major milestones based on the Proposed Action. It is assumed three members of the Project Team will be in attendance at each meeting and meeting minutes will be prepared.

### **7.3 Wetland Delineation and Invasive Species Review**

As part of the preliminary design, delineation of regulated areas, including Waters of the U.S., wetlands and watercourses that may be impacted by construction is required. The delineation will be conducted in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region and the definitions contained in 33 CFR 3.23.2(a) through (f). Additionally, wetland resources will be delineated in accordance with State of New Hampshire NHDES' 2019 regulations and guidelines by a New Hampshire Certified Wetland Scientist (NHCWS). All wetland resources will be assessed for their respective functions and values in accordance with the U.S. Army Corps of Engineers New England District Highway Methodology Supplement dated 1999. It is assumed the delineation will be limited to areas near potential impacts (adjacent to roadways or at anticipated drainage structures). The Project Team will review available resource information such as the National Wetlands Inventory (NWI) mapping, waterways or watercourses maps, Soil Survey data, local NOAA Tidal Datum and US Army Corps High Tide Line Elevation, and appropriate soil drainage classification and hydric soil lists before conducting the wetland delineation. The Project Team assumes three field days for two staff to conduct the wetland delineation. The field delineation may extend beyond the state ROW and will utilize topographic survey data for federal jurisdiction areas typified by riprap, pavement, bulkheads and similar non-natural constructed features. Notification of potential access to abutting private property for survey needs will be identified by the NHDOT. The consulting team will take reasonable measures to contact individual abutters for access onto their property required to conduct the delineations.

As part of the scope of work for Wetlands Delineation and Assessment, the following tasks will be completed by the Project Team:

- Once the alternatives are selected, the staff will conduct a field investigation to identify and delineate wetlands within the proposed project area. Wetland edges will be denoted with survey ribbon or pin flags utilizing unique alpha-numeric flag designations. From initial reviews of the project site, no direct impacts to wetlands are anticipated. Therefore, preparation of Delineation Field Sheets documenting wetland/upland boundaries are not anticipated to be numerous. Wetlands outside of the ROW and proposed work areas will be delineated up to 100 feet from the designated limits of

disturbance for the project using remote sensing methods such as GIS data and aerial photographs, and no survey ribbon will be placed for those locations. Delineation areas will also include the stormwater outfall areas identified in Task 2.4. Wetland flags associated with this task will be surveyed by the Project Team using a GPS with sub-meter accuracy.

- Upon delineation completion, the wetland limits and NH and federal (Cowardin) wetland types, in accordance with NHDOT standards, will be shown on plans for identification.
- Prepare a Draft and Final Wetland Delineation Report detailing the results of the delineation. The Report will contain a narrative, site location map, site photographs, and applicable mapping. The Wetland Delineation Report will be stamped by a New Hampshire Certified Wetland Scientist.
- The Project Team will also identify the federal High Tide Line (HTL) elevation for the Waters of the US (ocean and tidal waters) and the Reference Line for NH Shoreland Zone (Highest Observable Tide Line) for tidal buffers within the project area.

The Project Team will conduct an invasive species inventory in the field of the NH Department of Agriculture's *Prohibited Invasive Plant Species List* and the NH Department of Environmental Services *Exotic Aquatic Weeds Prohibited List* within the areas of proposed activity in the study area. The field work will be performed during the growing season. The Project Team will map all occurrences of populations, or patches, but not individual plants within these patches, at all proposed construction areas associated with the project. Scattered individuals of invasive species will be mapped, as appropriate.

Species density, aerial coverage and/or stem counts will not be collected or estimated as part of the inventory. The Project Team will document the boundary of invasive species populations in the field with a sub-meter accuracy GPS Unit. We will then transfer the invasive species information including their NHDOT Invasive Species Control Types (as described in NHDOT's 2018 Best Management Practices for the Control of Invasive and Noxious Plant Species manual) for use in permits, and construction documents.

## **7.4 Surface Water Analysis**

### **7.4.1 Data Analysis and Background Review**

Data will be gathered, documented, and reviewed for existing surface waters and water quality within the project area. Information to be gathered will include the NHDES Surface Water Quality Assessment and 303D impaired waters listing for 2018 listing and other relevant information. Specific focus will be given to the 2018 listing of impaired waters for the HUC 12 area 010600031004 (Hampton Harbor), NHOCN000000000-02-18 (Atlantic Ocean), and NHOCN000000000-02-12 (Atlantic Ocean-North Harbor) as appropriate. Data compilation and review of available data sets will be conducted, and will build upon existing GIS data layers including: LiDAR contour topographic data, land use/land cover, impervious surfaces, NRCS soil survey, roads, and infrastructure such as water, sewer, outfalls, catch basins, manholes, parcel boundaries.

A summary of existing water quality and stormwater management practices will be developed based on the above data review that is consistent with NEPA documentation requirements. The proposed project is assumed to be wholly within the floodplains.

### **7.4.2 Existing Regulations and Policies**

The Project Team will describe existing federal, state and local regulations and policies with respect to impacts on surface water and groundwater quality—for construction and the post-construction operation of the Proposed Action. The Project Team will demonstrate that the Proposed Action is consistent or in compliance with each regulation and policy identified.

### **7.4.3 Pavement Runoff Analysis for Existing and Proposed Conditions**

Increased impervious surfaces are a contributor to water quality degradation in receiving waterbodies. A stormwater runoff analysis for the proposed project area will use the information developed in Subtask 4.3 to demonstrate that the Proposed Action will not increase impervious surfaces compared to existing conditions (a no net increase in impervious surfaces) or, if increases are necessary, the stormwater BMPs identified to treat the WQV or WQF from impervious surfaces. Draft and Final Technical Summary Memorandum will be prepared. A single round of review comments is assumed.

## **7.5 Cultural Resources (Historic)**

### **7.5.1 Request for Project Review Form**

The Project Team will initiate the Section 106 process by preparing a Request for Project Review (RPR) form for submission to the New Hampshire Division of Historical Resources (NHDHR). The form will include a description of the project with supporting documentation/maps, a defined project boundary, documentation of architectural resources within the project area, and description of potential ground-disturbing activity. A preliminary Area of Potential Effects (APE) will be proposed at this time for SHPO review. It is assumed the APE will generally encompass the parcels that front on Ocean Boulevard from the State Park entrance in the south to Route 27 in the north. In addition, it will include five culverts to the west of Ocean Boulevard, at Tuttle Avenue, Mooring Drive, Brown Avenue, Fuller Acres, and Winnacunnet Road that may require improvement or replacement as a part of this project. It is assumed these culverts will be considered isolated resources and that the APE will not encompass the entire area between Ocean Boulevard and the culverts. This task will require a site visit to determine the APE and to photograph potential historic properties within the APE. Up to 340 properties are assumed. In addition, a file review will be conducted at NHDHR for previously identified historic resources, both architectural and archeological, and research on construction dates will be undertaken through online assessor's data. Two (2) rounds of comments on the Draft form are assumed. Potential consulting parties will be identified at this stage.

### **7.5.2 Site Walk**

The Project Team will undertake a site walk with NHDHR and consulting parties to review the Draft APE and discuss potential historic properties in the area. Minutes will be prepared from the site walk. The site walk will be undertaken following the preparation of the RPR but prior to the Project Area Form, District Area Forms, and Individual Inventory Forms.

### **7.5.3 Project Area Form**

The Project Team will prepare a Project Area Form which will encompass properties within the defined Visual APE (assumed to encompass up to 340 properties). It will also evaluate the potential for historic districts which may extend outside the bounds of the APE. A windshield survey will be undertaken, of areas adjacent to the corridor to ascertain the potential for historic districts. This survey may encompass up to 1,200 additional properties outside of the Visual APE, east and west of the Ocean Boulevard corridor. Major narrative sections will include Historical Background, Applicable NHDHR Historic Context(s), Architectural Description and Comparative Evaluation, Statement of Significance per National Register of Historic Places criteria, Period(s) of Significance, Statement of Integrity, and Bibliography/References. Note that the Project Area form won't make eligibility determinations, but instead it will make recommendations, if necessary. Although a table will be included detailing the property addresses, approximate dates of construction, and building style of

properties within the Project Area, individual descriptions and photographs of each property within the Project Area are assumed not to be necessary. Instead, descriptions will be provided of major building styles and types within the area. Two (2) rounds of comments on the Draft form are assumed. The Project Team will draw on information contained within the 2009-2010 Project Area Form prepared for Hampton Beach, where feasible.

#### **7.5.4 Historic District Area Forms**

If potential historic districts are identified during the preparation of the Project Area Form, Historic District Area Forms will be prepared. It is assumed up to three (3) Historic District Area Forms may be prepared, comprising 150 buildings within the Visual APE and an additional 400 buildings outside the Visual APE. The Historic District Area Forms will focus on buildings within the Visual APE. Portions of the proposed historic districts outside of the Visual APE will be depicted through streetscape photographs and will be discussed generally. Major narrative sections will include Historical Background and Role in the Towns' Development, Applicable NHDHR Historic Context(s), Architectural Description and Comparative Evaluation, Statement of Significance per National Register of Historic Places criteria, Period(s) of Significance, Statement of Integrity, and Bibliography/References. One (1) research visit will be undertaken to access resources not available online. Two (2) rounds of comments on the Draft forms are assumed, including one (1) from NHDOT and one (1) from NHDHR. The Project Team will draw on information contained within the 2009-2010 Project Area Form prepared for Hampton Beach and the District Area Form for the Hampton Beach Cottages Historic District, where feasible.

#### **7.5.5 Individual Inventory Forms**

The Project Team will prepare up to thirteen (13) Individual Historic Resource Inventory Forms for potential historic properties within the APE. The forms will be prepared based on research, visual inspection, and photographic information. Per the NHDHR standards, major narrative sections will include Historical Background and Role in the Town's Development; Applicable NHDHR Historic Context(s), Architectural Description and Comparative Evaluation, Statement of Significance per National Register of Historic Places criteria, Period(s) of Significance, Statement of Integrity, and Bibliography/References. Two (2) rounds of comments on the Draft forms are assumed, including one (1) from NHDOT and one (1) from NHDHR. The Project Team will draw on information contained within the 2009-2010 Project Area Form prepared for Hampton Beach and the District Area Form for the Hampton Beach Cottages Historic District, where feasible.

#### **7.5.6 Cultural Resources Impact Analysis**

The Project Team will prepare up to eight (8) Effects Forms. Effects forms will only be prepared for the Proposed Action. Two rounds of review by NHDOT and FHWA are assumed. The Project Team will also prepare a Determination of Effect for submission to NHDHR which will outline historic properties identified and associated effects. Two (2) rounds of comments are assumed on the Draft Determination of Effect. The Project Team will then prepare an e106 submission which will include an introductory letter, the Project Area Form, the District Area Forms, the Individual Inventory Forms, the Determination of Effect, and the Effects Forms. Archaeological Assessment data will be compiled in a separate package for filing with the archaeological records at NHDHR.

### **7.5.7 Memorandum of Agreement**

The Project Team will work with NHDOT, FHWA, NHDHR, and ACHP (if appropriate) to prepare a Memorandum of Agreement (MOA) for the Project, if required. Two rounds of comments are assumed on the MOA. It is assumed NHDOT will coordinate signature of the MOA.

### **7.5.8 Cultural Resources Coordination**

The Project Team will undertake coordination with NHDOT, FHWA, NHDHR and Section 106 Consulting Parties in support of the project including conference calls, email correspondence, letters and memorandums. Up to three (3) conference calls are assumed. Draft and final versions of up to four (4) letters or memoranda are assumed.

### **7.5.9 Cultural Resources Meetings**

The Project Team will assist with the preparations for and attend up to four (4) Cultural Resources Coordination Meetings at NHDOT to discuss potential eligibility of historic properties, effects determinations, and mitigation for the project. This will include the preparation of PowerPoint presentations, handouts, and team conference calls. The Project Team will prepare minutes for each meeting documenting the topics of discussion, comments and issues, follow-up action items, and any agreements or resolutions discussed. Minutes of the meeting will be distributed electronically. It is assumed that one (1) conference call will be required in preparation for each of the four (4) meetings.

## **7.6 Cultural Resources (Archaeology)**

The Project Team will conduct a Phase 1A Archaeological Sensitivity Assessment for the project. The APE for the study is assumed to extend from the entrance to Hampton Beach State Park in the south to High Street in the north, following Ocean Boulevard (Route 1A). The APE will also extend 200 feet up Ashworth Avenue from its intersection with Ocean Boulevard at the south end of the project area, and 400 feet from Ocean Boulevard west on Route 101 (Church Street and Highland Avenue), Winnacunnet Road and High Street. The limits of the APE are expected to encompass the Right-of-Way of the roadways with some exceptions extending outside of the ROW. In addition, the APE will encompass five outfalls to the west of Ocean Boulevard, at Tuttle Avenue, Mooring Drive, Brown Avenue, Fuller Acres, and Winnacunnet Road. The study will adhere to NHDHR's Archaeological Standards and Guidelines (2004). As part of the study, the following information will be compiled for the project area:

- Project information including the project size, location, and plans. The project area and APE will be identified on the most recent USGS quadrangle and, if available, maps of project plans provided by the client will be included.
- Environmental information including a description of mapped soils, bedrock geology, physiography and hydrology in the vicinity of the project area.
- Discussion of existing conditions within the project area including present land use and evidence of prior disturbance. A site visit will be conducted to observe and photograph existing conditions.
- A description of previously reported archeological and historical resources in the vicinity of the project area. This information will be obtained during research at the NHDHR and will include known archeological sites, previous archeological surveys, and National Register listed and eligible structures and districts. This will be coordinated with the preparation of the Project Area Form in Task 8.6.3 above.
- Historical maps and photographs to aid an interpretation of potential historic resources within the project area.

- Photographs of structures such as stone walls and foundations within the project's APE.
- Soil coring and/or shovel testing information to assess the likelihood of intact soils and of possible archeological deposits.
- An assessment of the archeological sensitivity and potential of the project area and recommendations regarding Phase IB testing.

The Project Team will prepare the Draft Phase 1A for review by NHDOT and FHWA, respond to one round of comments on the report, and deliver a Final report for transmission to NHDHR. Should the Phase IA investigation determine that a Phase IB Intensive Archeological Investigation would be necessary, such work would be undertaken in subsequent phases of design.

### **7.7 Noise Analysis**

The Project Team will complete a qualitative assessment of the project area to determine whether it meets the definition of a Type I or Type III Project in accordance with the New Hampshire Department of Transportation's (NHDOT) Policy and Procedural Guidelines for the Assessment and Abatement of Highway Traffic Noise for Type I or Type II Highway Projects (November 2016), and if a detailed noise analysis will be required. The results of this qualitative assessment will be documented in a memorandum to the Department highlighting the reasons why this project is a Type I or Type III project. If it is determined by the Department that this project is a Type I project, a detailed noise impact and abatement assessment will be prepared by others. In the event that a Type I noise impact and abatement assessment is necessary, HDR shall coordinate directly with the Department's designee to provide the necessary existing and preferred design details as well as the necessary existing, opening year and design year peak hour traffic details. The preparation of these design and traffic details have been included elsewhere in this scope.

### **7.8 Air Quality Assessment**

The Ocean Boulevard project would generate air pollutant emissions from both construction and operation of the project. With respect to National Ambient Air Quality Standards, the project area is designated by EPA as in attainment for all criteria air pollutants, and is expected to remain in attainment with respect to all NAAQS, including the newest NAAQS, the 2015 ozone standard of 70 parts per billion. According to EPA, Rockingham County is located within the Boston-Manchester-Portsmouth (SE), NH 1997 8-Hour Ozone maintenance area and within the Central New Hampshire, NH Sulfur Dioxide 2010 maintenance area.

The air quality study area is proposed to include the Ocean Boulevard corridor and immediate vicinity surrounding the corridor between the State Park entrance and High Street (Route 27). Based on the current NAAQS status of the project area (i.e., no nonattainment or maintenance status), the project is not subject to Transportation Conformity requirements under 40 CFR 93, Subpart A. Therefore, a qualitative air quality assessment is proposed for documenting the impacts of this project under the National Environmental Policy Act (NEPA) and no quantitative analyses are expected for this project. The results of this assessment will be documented in a memorandum to the Department highlighting the reasons why further quantitative air quality analysis is or is not necessary. If upon completion of the qualitative NEPA level air quality assessment, it is determined by the Department that there is potential for adverse air quality impacts a detailed quantitative assessment will be prepared by others. In the event that a quantitative air quality impact assessment is determined necessary, HDR shall coordinate directly with the Department's designee to provide the necessary existing and preferred design details as well as the necessary existing, opening year and design year traffic details for completion of this detailed assessment. The preparation of these design and traffic details have been included elsewhere in this scope. HDR will develop draft language summarizing the results of the qualitative and/or quantitative Air Quality Assessment(s) for inclusion in the Categorical Exclusion.



## 7.9 Contaminated Properties Review

The Project Team will identify contaminated/hazardous materials sites located either directly within the project footprint or within reasonable project limits where a contamination source could directly or indirectly affect the project area.

The screening of contaminated properties will consist of the following tasks: 1) review of historic aerial photographs to evaluate past and current land use within the project areas, 2) review of State and Federal regulatory databases, which will entail reviewing NHDES OneStop Database files for, listed sites within 1,000' of the project, listed landfill sites within 4,000' of the project, review of the NHDES PFAS sampling map for water quality exceedances within 4,000' of the project and performing an EDR search, and 3) a site reconnaissance of the project areas to look at land use and observable physical evidence of contamination or potential contamination sources. The information will be described in a summary report/memorandum that includes a list of all parcels with potential contamination concerns. It is assumed that RASCAL database will not need to be populated during this phase of the project.

Appropriate Limited Reuse Soils (LRS) language will be incorporated into the environmental document. Additionally, research will be conducted to evaluate potential for Asbestos Containing Materials (ACM) in the project area. Reviews will focus on:

- As Built Plans
- Maintenance Records
- Repair Records
- Construction Date
- Utilities

## 7.10 Section 4(f) Evaluation

If applicable, the Project Team will prepare an Individual Section 4(f) Evaluation which will include a discussion of the applicability of Section 4(f) to the project, alternatives, findings, and measures to minimize harm. Up to three Section 4(f) resources are assumed to require detailed analysis in the evaluation. A Draft Individual Section 4(f) Evaluation will be provided to FHWA and NHDOT for review. The Project Team will then revise the Draft Evaluation to address comments received by NHDOT and FHWA, resubmit the documentation to NHDOT and FHWA for their final review, and issue a Final Individual Section 4(f) Evaluation.

## 7.11 Section 6(f) Evaluation

If the roadway improvements require the conversion under Section 6(f) of The Land and Water Conservation Fund Act of any portion of a 6(f) property, for example the Hampton Beach State Park, to a non-recreational use, a 6(f) Evaluation will be prepared in accordance with this Act. This includes both permanent incorporation and temporary use of more than six months. This Evaluation will discuss the regulatory framework, applicability of the determination, coordination with agencies that have jurisdiction, alternatives evaluated, appraisal of fair market value, and a discussion of long-term viability of any Section 6(f) resource after conversion. Up to two (2) 6(f) properties are assumed. Two (2) rounds of comments from NHDOT and FHWA are assumed. It is further assumed that the appraisal will be undertaken by NHDOT.

## 7.12 Environmental Study Document (Individual CE)

The Project Team will prepare an Individual Categorical Exclusion (CE) in accordance with the National Environmental Policy Act (NEPA), the Council of Environmental Quality (CEQ) Guidelines, FHWA Guidelines

and NHDOT Guidelines. The CE will draw upon analysis prepared under other tasks and supplement it as necessary to develop the required NEPA document.

In general, the CE process will:

- provide for project notification to Federal, state and local agencies
- provide for cooperative consultation among agencies through agency coordination
- assess the environmental impacts, both adverse and beneficial, of the Proposed Action and No Action on the natural, cultural, and social environment
- identify unavoidable adverse environmental effects
- identify mitigation measures to address and minimize adverse environmental impacts from the construction, operation, and maintenance of the Proposed Action
- identify potential permits and certifications needed to complete the project

Additionally, the environmental process will address specific legislative requirements (Executive Orders, agency coordination, Section 4(f), Section 6(f), and Section 106, among others), by identifying specific findings and necessary follow-on actions within the environmental document.

The CE will assess the environmental impacts associated with a single Build Alternative, which will be identified as the Proposed Action in the Engineering Report. Alternatives considered during the planning process but eliminated from detailed analysis will also be discussed in a summary form in the CE, however detailed environmental analysis for all of the alternatives considered will not be provided.

#### **7.12.1 Project Description, Purpose and Need and Agency Coordination**

After consolidation of the alternatives, the approved project description and Purpose and Need statement will be included in the CE as well as in all public and agency notifications issued relative to NEPA processing. A summary of agency coordination will also be prepared as part of this task.

#### **7.12.2 Proposed Action and Alternatives Dismissed**

The CE will evaluate a single build alternative and a No-Build Alternative. The alternative screening and selection process leading to the identification of the Proposed Action will be summarized in the CE. In addition, a detailed description of the Proposed Action will be developed and included in the CE.

#### **7.12.3 Affected Environmental and Environmental Consequences**

##### *Land Use*

Existing land uses in the study area will be described. Potential impacts that will be explored include changes in land use, and consistency with local, regional, and state plans of development. The existing conditions discussion will provide the foundation for the discussion of the Proposed Action meeting the Purpose and Need.

##### *Social and Economic Resources*

Demographic data including income and employment statistics will be collected by the consultant team for the project study corridor. Information on existing neighborhoods, neighborhood organizations, and/or important community assets/resources in the study area will also be collected. Sources of information to be consulted include the US Census and the Hampton Beach Area Master Plan.

Potential social and economic impacts associated with the Proposed Action will be analyzed and mitigation measures (if any) will be identified. The impact assessment will focus primarily on direct physical impacts and will consider the following issues among others:

- Community disruption including change of access to, from, or within existing residential or non-residential areas
- Right-of-Way impacts (access partial and full property acquisitions)
- Interruption of emergency and community services
- Adverse and/or beneficial impacts on the local tax base and employment
- Consistency with the Hampton Beach Area Master Plan

#### *Farmlands*

Farmlands and farmland soils will be identified within the study area and impacts, if any, of the Proposed Action and No-Build will be assessed.

#### *Air Quality*

Based on the findings of the qualitative Air Quality Assessment, existing air quality conditions and impacts of the Proposed Action and the No-Build will be summarized in the CE. The analysis will include impacts related to both construction and operation. Appropriate mitigation measures will also be identified, if needed. Should a detailed quantitative assessment be completed by other (as noted in Section 7.8 above, HDR will incorporate the findings into the NEPA document.

#### *Noise*

Based on the findings of the qualitative Noise Assessment, a summary of the findings will be included for the Proposed Action and the No-Build in the CE. The discussion will include potential effect related to both construction and operation of the project. Appropriate potential mitigation measures will also be identified, if needed.

#### *Surface and Groundwater Quality*

Data on existing groundwater within the study area will be collected from sources such as the Town of Hampton, NH GRANIT, and NHDES. These resources and potential impacts of the Proposed Action will be described in the CE. The CE will also summarize the findings of the Surface Water Analysis and BMPs.

#### *Floodplains*

The Project Team will identify and describe coastal flood hazards and 100-year floodplain zones in the study area using National Flood Insurance Program (NFIP) maps and/or information developed by the Federal Emergency Management Agency (FEMA) and/or the state of New Hampshire. Potential project encroachments into floodplains and floodways will be identified and described and measures proposed to minimize flood risks and to mitigate adverse impacts will be suggested, as required by Executive Order 11988.

#### *Resilience and Sea Level Rise*

The Project Team will evaluate and develop a discussion about the project setting, project infrastructure and potential effects on the infrastructure relative to future sea level increases as documented within the 2019 New Hampshire Coastal Flood Risk Science and Technical Advisory

Panel (STAP) Steering Committee publications. The New Hampshire Coastal Flood Risk Summary, Part I: Science (Part 1), as well as the DRAFT New Hampshire Coastal Flood Risk Summary, Part II: Guidance for Using Scientific Projections (Part II-DRAFT) will serve as the basis for this discussion and will be supplemented with existing FEMA-modeled coastal storm event analysis, NOAA Sea, Lake and Overland Surges from Hurricanes (SLOSH) predictive models, and future scenarios with higher sea level conditions. Opportunities to mitigate potential effects and identification of resilient design features will be identified, and presented in the document. This section will also utilize information developed during engineering evaluations of drainage systems and potential BMPs that are likely to be affected by rising sea levels and associated groundwater levels.

#### *Wetlands*

The findings of the wetland delineation will be summarized in the CE. Direct and indirect, and temporary and permanent impacts of the Proposed Action will be assessed in terms of both quantity (acreage) and quality (functions and values). Methods to avoid and minimize wetland impacts will be assessed and described. If there are no practicable alternatives to avoid impacting wetlands, potential mitigation options will be discussed. The CE will summarize resource agency coordination on mitigation requirements. Conceptual wetland mitigation compensation options will be addressed in the CE, based on regulatory agency coordination.

#### *Wildlife, Vegetation and Threatened and Endangered Species*

Existing terrestrial and aquatic habitats in the study area, and wildlife and vegetation within them, will be identified and described in terms of location and characteristics. Existing information may include the New Hampshire Wildlife Action Plan, coordination with NH Fish and Game Department, US Fish and Wildlife Service, NH Natural Heritage Bureau, existing GIS mapping, aerial photographs. Field investigation will supplement this task to verify existing data, and fill in gaps, as needed. Field work may include photographs and notes documenting habitat and wildlife. It is assumed there will be federal interest in the listed species in the project area, therefore, it is assumed supporting documentation/maps will subsequently be prepared by the Project Team. Findings from detailed surveys in Task 7.2.3 (Listed Species Consultation) will be incorporated (within allowances of disclosure). The presence and/or absence of endangered and threatened species and habitats will be documented in the CE. Potential impacts from the project will be identified and described and measures to avoid, minimize and mitigate impacts will be presented. A summary of coordination with regulatory agencies and mitigation discussions will be included in this narrative.

#### *Parks/Recreation/Conservation Lands*

Public parks, recreation areas and conservation lands will be identified within the project area. Potential impacts to these resources resulting from the implementation of the Proposed Action will be described. This analysis will be in coordination with the Section 4(f) Evaluation and Section 6(f) compliance, as applicable.

#### *Cultural Resources*

As part of the Request for Project Review, the Project Team will define a Draft Area of Potential Effects (APE) for the project. The CE will describe the APE and historic and archaeological resources located within this area, as identified through a field survey, research at NHDHR, a Phase 1A Archaeological Survey, a Project Area Form, the District Area Forms and Individual Inventory Forms. The Project Team will also summarize the effects of the Proposed Action on these resources and identify mitigation measures agreed upon through the Section 106 consultation process.

### *Hazardous Materials*

The Project Team will summarize the results of the NHDES OneStop and PFAS data mapper records search report/memorandum of parcels/areas with potential contamination concerns in the CE. The potential for project impacts from hazardous materials/contaminated sites will then be evaluated. Handling of Limited Reuse Soils will be discussed in the CE.

### *Visual Resources*

The Project Team will complete a visual analysis which will define the viewshed, document existing visual conditions within the viewshed, and assess impacts to visual resources resulting from the Proposed Action. Simulations prepared as part of the Public Participation will be used as the foundation for the analysis.

### *Environmental Justice*

No work is carried under this scope for assessing and describing Environmental Justice Impacts. It is assumed that NHDOT Bureau of Labor and Compliance will complete the EJ Analysis, and provide it to the Project Team for inclusion in the document.

### *Traffic and Transportation*

Existing traffic conditions and the impacts of the No-Build and Proposed Action on traffic and transportation will be summarized in the CE based on the findings in the Preliminary Engineering Report and traffic analyses. The existing roadway network in the project area will be described including information on traffic volumes, vehicle mix, and circulation patterns. The potential for impacts to the transportation system due to construction, as well as any operational impacts, will be identified and described. This includes impacts to emergency access. Measures to mitigate these impacts will be presented in the CE.

### *Considerations Relating to Pedestrians and Bicyclists*

Existing pedestrian and bicyclist facilities in the project vicinity and existing safety issues will be described based on the findings in the Preliminary Engineering Report. Potential impacts to these facilities due to the construction and implementation of the project will also be discussed.

### *Public Utilities and Services*

The Project Team will review existing public utilities and services information provided by NHDOT in the project area to determine if any public utilities will be removed, replaced or relocated under the Proposed Action. Impacts and mitigation measures will be summarized.

### *Construction Impacts*

Impacts associated with construction of the Proposed Action will be discussed, including those related to:

- Land use
- Neighborhoods
- Access/vehicular traffic circulation
- Business vitality
- Air Quality
- Noise

- Water quality/stormwater/wetlands
- Wildlife and listed species
- Floodplains and resiliency
- Provision of emergency services
- Hazardous waste/contamination

This analysis will consider potential impacts from construction activities and necessary avoidance, minimization and mitigation measures.

#### *Summary of Impacts*

The Project Team will prepare a summary of impacts which will be presented in a matrix within the CE.

#### *Environmental Commitments*

The Project Team will prepare a summary of Environmental Commitments for inclusion within the CE.

#### **7.12.4 Permits, Approvals and Certifications**

The Project Team will identify a list of potential required permits for construction and operation of the Proposed Action, including state and federal permits and approvals.

#### **7.12.5 References, Citations and Appendices**

The Project Team will develop a list of sources, references, references to other technical reports and studies, to be identified within the CE. Appendices are not anticipated for the CE document, but may include agency coordination letters.

#### **7.12.6 Preparation of Supporting Graphics**

Standard 8.5x11 inch and 11x17 inch report graphics will be prepared to illustrate relevant project elements for the CE document. Where necessary, this mapping will be supplemented by existing GIS information. A maximum of fifteen (15) base report graphics for the CE are estimated for this scope of work.

#### **7.12.7 Draft CE**

The Project Team will prepare an Administrative Draft CE, and Section 4(f) Evaluation if appropriate, along with an electronic copy in MS Word format for purposes of utilizing Track Changes, and submit to NHDOT for their internal review and comment, and for their distribution to FHWA for comment. NHDOT and FHWA comments, will be addressed by the Project Team in a Draft CE, and Draft Section 4(f) Evaluation if appropriate, that will be made available to the Town, agencies, stakeholders, interest groups and the public prior to the Public Hearing. Ten (10) printed copies and five (5) CDs will be provided.

HDR will attend one (1) meeting and participate in two (2) conference calls with NHDOT BOE in support of preparation of the CE.



### 7.12.8 Final CE

Following the Public Hearing, the Project Team will meet with NHDOT and FHWA to review and address comments and outstanding environmental issues. The Project Team will then prepare a Final CE, and Section 4(f) Evaluation if appropriate, that will incorporate the resolutions of environmental issues and appropriate issues outlined in NHDOT's Report of the Commissioner. Ten (10) printed copies and five (5) CDs will be provided.

### 7.13 Meetings and Coordination

The Project Team will attend up to ten (10) meetings and up to thirty (30) conference calls with NHDOT Bureau of Environment (BOE) or others in support of the preparation of the CE during the Part A, including:

- Attending four Natural Resource Coordination Meetings at BOE; including two meetings in support of the Alternatives Screening; and two meetings for project milestones
- Attending one (1) Endangered Species / Consultation Meeting with USFWS/NHFG, NHDOT
- Attending four Cultural Resource Coordination meetings at BOE
- Attending one (1) meeting with NHDOT Bureau of Environment (BOE) in support of the preparation of the CE during the Part A.
- Participate in up to thirty (30) conference calls on various environmental topics and in coordination and planning for meetings

#### Deliverables:

- Agency, stakeholder, and officials coordination letters
- Draft and Final Wetland Delineation Reports
- Invasive Species Identification on Wetland/base Plans
- Draft and Final Surface Water Analysis Summary
- Draft and Final Request for Project Review Form
- Draft and Final Project Area Form
- Draft and Final Historic District Area Forms (3)
- Draft and Final Individual Inventory Forms (13)
- Draft and Final Effects Forms (8)
- Draft and Final Memorandum of Agreement
- Draft and Final Phase 1A Archaeological Sensitivity Assessment
- Draft and Final Noise Project Classification Memo
- Draft and Final Qualitative Air Quality Assessment Memo
- Draft and Final Hazardous Materials Records Search Memoranda
- Draft and Final Individual Section 4(f) Evaluation, if applicable
- Draft and Final Section 6(f) Evaluation
- Draft and Final CE

#### Assumptions:

- Listed in subsections above

## 8.0 PUBLIC ENGAGEMENT AND COMMUNICATION

The Project Team shall support a dynamic public participation process that enhances NHDOT practices as stated in the guidance document, "Public Involvement Process for New Hampshire Transportation Improvement Projects."

### 8.1 Stakeholder Outreach/Site Visit

At the initiation of the project, a site visit will be made to view the project area and meet one-on-one with town officials and key stakeholders to understand key issues and identify effective methods of communicating with the public. Potential locations for public and stakeholder meetings will be examined as well as locations for informal communications such as bulletin boards at local marinas and retail shops, library, town hall, social clubs, markets, etc. The Hampton Beach area population swells in the summer months, so inquiries will be made as to the best method of keeping people informed on a year-round basis. Information gathered from the site visit will provide the foundation for developing a Public Outreach and Communications Plan. It sends a message that the Project Team will place a high priority on public involvement.

### 8.2 Public Outreach and Communications Plan

Within sixty (60) days of the initial site visit, the Project Team will develop a Public Outreach and Communications Plan. The consultant will identify stakeholders, key issues, and existing communications networks, such as newspapers, newsletters, radio stations, and electronic communication/social media tools. The draft plan will be developed and reviewed by NHDOT. Following NHDOT approval, it will be shared with the Project Advisory Committee (PAC) at its first meeting to solicit ideas and recommendations. Following the PAC meeting, the plan will be finalized, and implementation will begin immediately.

### 8.3 Project Advisory Committee (PAC)

A Project Advisory Committee will be established for this project in collaboration with NHDOT and the consultant. The primary responsibility of the PAC will be to participate in the overall project process, provide and disseminate information, review and comment on draft documents and Section 106-related issues and address specific environmental, social and economic issues associated with the development of project recommendations. The consultant will provide PAC members a reasonable opportunity to review materials in advance of a scheduled advisory committee meeting. All project information will be sent via mail.

In addition to appropriate NHDOT staff, the following will be invited to participate in the project PAC:

- Officials from the Towns of Hampton;
- A representative (s) of the Hampton Beach Village District Precinct;
- A representative from the Hampton Beach Area Commission;
- A representative from the Rockingham Planning Commission;
- A representative from Hampton Area Chamber of Commerce;
- A representative from Coastal Economic Development Corporation;
- A representative from NH State Parks Division (Hampton Beach State Park);
- A representative from Seacoast Area Bicycle Riders (SABR);
- A representative from local boards and commissions such as the Hampton Historical Society, and the Hampton Conservation Commission;
- Members from other interested parties including area marinas, businesses and residents; and
- Others as identified and approved by NHDOT.



It is anticipated that the PAC will meet eight (8) times during this project.

The Project Team will:

- Fully develop the role and objectives of the PAC with NHDOT, so that the advisory role is clearly understood by all.
- Work with NHDOT and the PAC to ensure that representation is appropriate;
- Develop a tentative PAC meeting schedule, corresponding to key decision points in the project.
- Maintain a database of PAC members.
- Be responsible for scheduling the date and time, identifying the meeting location, and developing draft meeting notices for NHDOT approval. The duration of PAC meetings will be 1-½ to 2 hours.
- Prepare a draft agenda for each PAC meeting.
- Revise and finalize each PAC meeting agenda.
- Develop and coordinate meeting materials (i.e. reports, slides, illustrations, graphics, designs, and maps).
- Send (via mailed postcard or email) meeting reminders to each of the PAC members three days prior to each meeting.
- Distribute/publish (ground mail, email) PAC meeting notices and agenda to PAC members, all draft documents to each PAC member, and posting meeting notices and agenda on the project web site, two weeks prior to the scheduled meeting.
- Facilitate each PAC meeting. At the first PAC meeting, present the objectives of the project, answer questions to clarify the objectives, and respond to general questions about the project. In addition, a site walk with PAC members may be incorporated into the first meeting and extend the duration of the meeting up to three (3) hours.
- Prepare, revise and finalize meeting summary.
- Distribute meeting summary to PAC members.
- Make meeting summary available on a project webpage.

#### 8.4 Public Information Meetings

The purpose of these meetings is to obtain input from the public regarding the development of this project and its recommendations. These meetings will be planned to coordinate public participation in the NEPA process (including Section 106 requirements), both for public scoping and review of the Categorical Exclusion, Section 4(f) Evaluation and Section 6(f) Evaluation as applicable. Public Information Meetings will be general "open house" style with brief presentations. The Project Team will use the Open House portion of the meeting to educate the public about key technical issues surrounding the project. It is anticipated that there will be four (4) Public Information Meetings held at key project milestones. These meetings are expected to last up to two hours each.

For each of these meetings, the Project Team will be responsible for:

- Scheduling the date, time and meeting location;
- Developing an agenda for meetings for NHDOT approval;
- Developing handout material, including display graphics for NHDOT review and approval prior to publication;
- Preparing up to four (4) boards for use in the Open House portion of the meeting;
- Conducting a dry-run of presentation for NHDOT before meeting;
- Presenting the project materials at the meeting;
- Developing draft meeting minutes and summary of the comments received at each meeting and making changes based on NHDOT review and comments;
- Publishing/posting the approved meeting minutes on the project webpage;
- Maintaining a log of each meeting; and
- Posting any PowerPoint presentations from meetings on the project webpage.

It is assumed that no formal stenographer or audio recording will be required for this task.

## 8.5 Stakeholder Meetings

While the Project Team will develop a formal outreach process with the establishment of Public Outreach and Communications Plan, a Project Advisory Committee and Public Meetings, additional public engagement is anticipated with individuals and civic groups. Members of the HDR Team will, in conjunction with NHDOT, meet one-on-one with affected residents and businesses, provide briefings to civic groups or local governmental entities and conduct stakeholder site walks within the project area. Meetings will include NHDOT personnel as appropriate. Up to eight (8) meetings are included in this scope.

For each of the one-on-one and civic group meetings the Project Team will be responsible for:

- Scheduling the date, time and meeting location;
- Reviewing the agenda and handout material and/or presentation with NHDOT prior to the meeting;
- Presenting the project materials at the meeting; and
- Developing minutes and summary of the comments received at each meeting and distributing to NHDOT.

For the site walk meetings, designed as listening session to hear stakeholder concerns, local knowledge and observations, the Project Team will be responsible for:

- Scheduling the date, time and meeting location;
- Reviewing the agenda and materials (such as maps and prompt questions or topics designed to engage stakeholders) with NHDOT prior to the meeting; and
- Developing minutes and summary of the comments received at each meeting and distributing to NHDOT.

## 8.6 Pop-up Meetings at Community Events or Gathering Places

The Project Team will conduct three (3) Pop Up meetings at places where the public is already gathered for recreation, shopping or entertainment activities at Hampton Beach. A booth or tent will be set up and activities to attract interest in the booth will be developed and managed by the Project Team for up to four (4) hours per session. This activity will engage people who do not attend public meetings to both provide information about the design effort as well as receive feedback on perceived needs and elements of the design. Potential locations may include Hampton Beach State Park; the Casino; and the sidewalk at the Hampton Beach performance area. The Pop Up meeting dates, events and locations will be approved by NHDOT in advance, with participation by NHDOT staff optional as meetings may occur on weekends.

For these meetings the Project Team will be responsible for:

- Scheduling the date, time and meeting location. It is assumed managers of these locations (most likely members of the PAC) will assist with local coordination of fees, permits, etc. associated with this activity;
- Reviewing the design, content of materials and activities at the booth; and
- Developing a summary of the comments received at each meeting and its distribution to NHDOT.

## 8.7 Public Communications

To inform the public and area stakeholders of the project as well as to solicit feedback throughout the duration of the project, several communication methods will be employed, including mailouts, posters, website updates, surveys and media relations as required.

### 8.7.1 Mailings

The Project Team will develop two (2) mailings to residents and business in the project area to inform about and receive feedback on the project. The first mailing will be held within three months of the initiation of the project to publicize the beginning of the project, its goals and objectives, membership of the PAC, and anticipated timing of public meetings; provide an address to sign up for email notifications of meetings; and provide comments and a link to an online survey to identify public perception of needs, challenges and opportunities. The second mailing will be developed when the Project Team has developed alternatives and is seeking feedback from the public on proposed designs. This mailing will provide a link and/or QR code to an online survey to garner public opinion.

The Consultant will:

- Design and develop, in collaboration with NHDOT an oversized postcard (insert size) to residents, property owners and businesses within the project area;
- Determine extent of postcard distribution with NHDOT and obtain mailing addresses; and
- Coordinate distribution of the postcard via the US Postal Service (EDDM discount rate).

### 8.7.2 Public Survey

The Consultant will develop two surveys utilizing Survey Monkey to obtain public input to inform the development of the roadway design. The first survey will be created, distributed and analyzed within three months of project initiation. This survey will gather information about public perception of existing conditions, needs and opportunities. A second survey will be conducted to receive public feedback on the preferred design of Ocean Boulevard.

The Consultant will:

- Develop survey questions for review and approval by NHDOT;
- Distribute the surveys to businesses and residences via email using stakeholder lists of existing civic organizations, the Town of Hampton, flyers with QR codes and survey link posted in community gathering places and through directed USPS mailings at a reduced Every Day Direct Mail (EDDM) rate; and
- Analyze survey results and transmit a report to NHDOT.

### 8.7.3 Wiki Maps

To obtain project-specific information from the public, the Consultant will develop an on-line map of the project area on which the public can post notes on the map to detail specific areas of concern and make suggestions for desired improvements. Wiki Maps are a useful tool as they 1) provide the Team more granular information about existing conditions, public sentiment and perceived needs and 2) information garnered through Wiki Maps identify community issues and sentiments that will help the Team develop presentation materials that will address local concerns.

The Consultant will:

- Arrange an on-line platform for Wiki Maps display;
- Develop a project area map with topics/issues that can be placed as pinpoints on the map;
- Provide a mechanism for write-in comments to supplement prescribed topic;

- Distribute the Wiki Map link to businesses and residences via email using stakeholder lists of existing civic organizations, the Town of Hampton, flyers with QR codes and survey link posted in community gathering places and through directed USPS mailings at a reduced Every Day Direct Mail (EDDM) rate; and
- Analyze survey results and transmit a report to NHDOT.

#### 8.7.4 Contact List

The Project Team shall maintain a mailing list of Interested Parties throughout the project process. The Interested Parties mailing list shall include, but may not be limited to:

- Legislators from US Congress, Executive Council, State Representative and Senate;
- Individuals or organizations that have indicated an interest in this project;
- Section 106 Consulting Parties
- Stakeholders;
- Media;
- Abutters;
- Local municipal officials; and
- Others.

#### 8.7.5 Media Relations

The Project Team will provide supportive materials to NHDOT communications staff to assist the department with publicizing public meetings through coordination with radio and TV stations that cover the Hampton-Seabrook area.

#### 8.7.6 Website

The Project Team will provide NHDOT relevant project information electronically formatted files for the agency to post in the "Project Center" section "Project Specific Information" subsection of the NHDOT website - <http://www.nh.gov/dot/projects/index.htm>. Information provided may include notices of upcoming public meetings, pop-up meetings, meeting presentations, newsletters, project reports and contact information on how to communicate with the Project Team.

In addition, the Project Team will provide information about the project for posting on the Town of Hampton and Seabrook websites.

#### 8.7.7 Other Communication Activities

Throughout the course of Part A, miscellaneous communication activities will occur with members of the public, especially during the periods leading up to and following public meetings. A sampling of communication tasks we anticipate are:

- Coordination with the Towns of Hampton and to send out e-alerts in advance of upcoming meetings;
- Design and mailing of flyers to community gathering locations;
- Development and maintenance of a database of all comments received;
- Directly respond to comments or coordinate a response from another member of the study team
- Track all comments and responses within database; and
- Provide reports of comments for NHDOT within the monthly progress report.

## 8.8 Public Hearing

The HDR Team will support one (1) Public Hearing, in the event that the project has Right-of-Way impacts. For this meeting, the Project Team will be responsible for:

- Developing handout materials for NHDOT review and approval prior to publication;
- Providing the Draft CE to be posted on the project webpage;
- Preparation of colored Hearing Plans
- Hold one coordination meetings with NHDOT prior to the Public Hearing
- Assist NHDOT in conducting a dry-run presentation for the Hearing Commission prior to the hearing;
- Attend the Public Hearing;
- Support the Department in the development, review and refinement of presentation materials such as content for a PowerPoint presentation, if used.
- Coordination with NHDOT to provide responses to questions and comments to support the Report of the Commissioner;
- Attendance at the Finding of Necessity meeting.

No formal stenographer or audio recording by the Project Team is assumed for this task.

## 8.9 NHDOT Coordination Meetings/Calls

Project Team and NHDOT coordination meetings via phone are anticipated to provide public meeting expectations, delivery, set agendas, and dry runs prior to the public outreach process. The following meetings are anticipated with the NHDOT –

- One (1) meeting for comment review and approval of the Public Involvement Plan and prior to the initiation of the outreach
- Four (4) total meetings prior to each of the Public Informational Meetings
- One (1) meeting prior to the Public Hearing

### Deliverables:

- Draft and Final Public Outreach and Communication Plan,
- Eight (8) Public Advisory Committee Meetings will be held.
- Four (4) Public Informational Meetings will be held.
- Three (3) Pop-Up events.
- PowerPoint Presentations for each meeting identified.
- Up to four (4) boards for the Open House portion of each Public Information Meeting.
- Two (2) mailings to inform the public about the status of the project.
- Six (6) NHDOT Coordination meetings are included in the scope.
- Six (6) Project Team Coordination meetings are included in the scope.
- One (1) Public Hearing Meeting will be held.

### Assumptions:

- It is assumed one revision between Draft and Final submissions of Public Outreach and Communication Plan
- It is assumed that there will be up to three (3) HDR and two (2) FHI attendees at PAC meetings
- It is assumed there will be two (2) FHI staff at pop-up events.
- It is assumed that there will be up to three (3) HDR and two (2) FHI attendees at PIM meetings
- It is assumed that there will be up to two (2) HDR attendees at the Public Hearing
- It is assumed that NHDOT will coordinate and/or provide posting of any hearing and environmental documents/materials on the DOT Project web-site.



- It is assumed that NHDOT will coordinate and/or provide formal public notices, secure meeting venues and provide for formal recording and accessibility accommodations for the Public Hearing.
- It is assumed that six (6) NHDOT coordination meetings within Task 8.9 would be held via the phone.

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 \_\_\_\_\_, has not X 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.

HDR ENGINEERING, INC.  
(Company)  
By: [Signature]  
VICE PRESIDENT  
(Title)

Date: 6/2/2020

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

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

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

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

*Attachment 2*

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

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

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

6/2/2020  
(Date)

*Ed Prohney*  
(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the VICE PRESIDENT and duly authorized representative of the firm of HDL ENGINEERING, 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): N/A

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.

6/2/2020  
(Date)

[Signature]  
(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):

June 16, 2020  
(Date)

PZ EA  
(Signature)

*Attachment 5*

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

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

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

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

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

**Certificate of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

I, Elizabeth C. Buell, hereby certify that I am duly elected <sup>Assistant</sup> ~~Clerk/Secretary/Officer~~ of  
*(Name)* an excerpt from the minutes of  
HDR Engineering, Inc. I hereby certify the following is a ~~true copy of a vote taken at~~  
*(Name of Corporation)*

a meeting of the Board of Directors/~~shareholders~~, duly called and held on January 1, 20 18,  
by Consent and Agreement  
~~at which a quorum of the Directors/shareholders were present and voting.~~

**VOTED:** That Cynthia L. Joudrey, Vice President (may list more than one person) is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of  
HDR Engineering, Inc. with the State of New Hampshire and any of  
*(Name of Corporation)*

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

Consent and Agreement

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

**DATED:** 06-02-2020

**ATTEST:** Elizabeth C. Buell Elizabeth C. Buell, Assistant Secretary  
*(Name & Title)*



**State of New Hampshire  
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HDR ENGINEERING, INC. is a Nebraska Profit Corporation registered to transact business in New Hampshire on June 17, 1985. 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: 84977

Certificate Number: 0004919321



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of May A.D. 2020.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2020

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

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

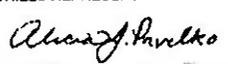
<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C. No. Ext.):</b> 1-877-945-7378 <b>FAX (A/C. No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Mutual Fire Insurance Company <b>INSURER B:</b> Ohio Casualty Insurance Company <b>INSURER C:</b> Liberty Insurance Corporation <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 23035 24074 42404

COVERAGES      **CERTIFICATE NUMBER:** W16756535      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			Y	Y	TB2-641-444950-030	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			Y	Y	AB2-641-444950-040	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			Y	Y	ED0(21)57919363	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M		N/A	Y	WA7-64D-444950-010	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire - DOT Attn: Jennifer Rezek 7 Hasen Drive PO Box 483 Concord, NH 03302-0483	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: Hampton 40797 - NH Route 1A (Ocean Boulevard)



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY)  
6/4/2020

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

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

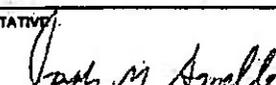
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> 1454862 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA, NE 68106															

**COVERAGES** CERTIFICATE NUMBER: 16789513 REVISION NUMBER: XXXXXXXX

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 HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPIOP AGG \$ XXXXXXXX
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>ARCH &amp; ENG PROFESSIONAL LIABILITY</b>	N	N	061853691	6/1/2020	6/1/2021	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000 DEDUCTIBLE: \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 HAMPTON 40797 - NH ROUTE 1A (OCEAN BOULEVARD)

<b>CERTIFICATE HOLDER</b> 16789513 STATE OF NEW HAMPSHIRE - DOT ATTENTION: JENNIFER RECZEK 7 HAZEN DRIVE PO BOX 483 CONCORD NH 03302-0483	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE: 
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