New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

23

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
August 27, 2024

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with GZA GeoEnvironmental, Inc., Bedford, NH, Vendor #174515, for an amount not to exceed $5,358,996.87, for preliminary and final design for the development of five construction contracts over 8 years, effective upon Governor and Council approval through September 30, 2032. (100% Federal Funds).

Funds are available in the following account for Fiscal Year 2025, and are anticipated to be available in Fiscal Year 2026 through Fiscal Year 2032, upon the availability and continued appropriation of funds in the future operating budget(s), with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

04-096-96-963515-3054	FY 2025	FY 2026	FY 2027	FY 2028
Consolidated Federal Aid				
046-500464 Gen Consultants Non-Benefit	$1,000,000	$1,000,000	$560,000	$560,000
	FY 2029	FY 2030	FY 2031	FY 2032
	$560,000	$560,000	$560,000	$558,996.87

EXPLANATION

The Department requires both preliminary and final design for the development of five construction contracts over 6 years. Additionally, the contract includes an environmental document and wetland permit for all project locations, public outreach, construction services, and coordination with FEMA on 3 of the 5 projects. This agreement is included in the State's Ten-Year Transportation Improvement Plan (North Hampton-Rye, 42312).

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 North Hampton-Rye, NH 1A revetment reconstruction. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on June 10, 2022, 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 July 14, 2022. The Committee shortlisted, two firms, who were notified on August 5, 2022, through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on September 22, 2022, 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 two (2) consultant firms that were considered for this assignment, with the two (2) shortlisted firms shown in bold, is as follows:

Consultant Firm	***Office Location***
Collins Engineers, Inc.	**Portsmouth, NH**
GZA GeoEnvironmental, Inc.	**Bedford, NH**

The firm of GZA GeoEnvironmental, 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.

GZA GeoEnvironmental, Inc. has agreed to furnish the professional engineering services for an amount not to exceed $5,358,996.87. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% Federal Funds.

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

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

Sincerely,

William J. Cass, P.E.
Commissioner

Attachments

North Hampton-Rye 43213 September 22, 2022

DESCRIPTION:

Preliminary engineering, environmental services, public involvement services, and final design are needed for revetment reconstruction along NH 1A in the Towns of North Hampton & Rye. Improvements to be considered will be developed based upon the 2021 Conceptual Design Report for NH 1A Coastal Revetment Resilience/Conceptual Design prepared by GZA GeoEnvironmental, Inc.. This design effort will be phased to develop full designs of priority segments to allow this work to be completed in advance of lower priority segments.

								TOTAL	RANK
Collins Engineers, Inc	2	2	2	2	2	2	2	14	2
GZA GeoEnvironmental, Inc.	1	1	1	1	1	1	1	7	1
Consultant C									

SERVICES REQUIRED: ENV, GEOT, HYD, LAND, PINV, RDWY, ROW, SURV

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
North Hampton- Rye 42312	WEIGHT	Collins Engineers, Inc	GZA GeoEnvironmental, Inc.	Consultant C
Comprehension of the Assignment	20%	16%	17%	
Clarity of the Proposal	20%	17%	18%	
Capacity to Perform in a Timely Manner	20%	16%	16%	
Quality & Experience of Project Manager/Team	20%	16%	17%	
Previous Performance	10%	7%	8%	
Overall Suitability for the Assignment	10%	8%	7%	
Total:	100%	80%	83%	0%

Ranking of Firms: 1. GZA GeoEnvironmental, Inc.
2. Collins Engineers, Inc

SERVICES REQUIRED: ENV, GEOT, HYD, LAND, PINV, RDWY, ROW, SURV

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
North Hampton-Rye 42312	WEIGHT	Collins Engineers, Inc.	GZA GeoEnvironmental, Inc.	
Comprehension of the Assignment	20%	18%	18%	
Clarity of the Proposal	20%	18%	17%	
Capacity to Perform in a Timely Manner	20%	17%	17%	
Quality & Experience of Project Manager/Team	20%	16%	17%	
Previous Performance	10%	7%	8%	
Overall Suitability for the Assignment	10%	8%	8%	
Total:	100%	84%	85%	0%

Ranking of Firms: 1. GZA GeoEnvironmental, Inc.
2. Collins Engineers, Inc.

SERVICES REQUIRED: ENV, GEOT, HYD, LAND, PINV, RDWY, ROW, SURV

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
North Hampton-Rye 43213	WEIGHT	Collins Engineers, Inc	GZA GeoEnvironmental, Inc	
Comprehension of the Assignment	20%	17%	18%	
Clarity of the Proposal	20%	16%	16%	
Capacity to Perform in a Timely Manner	20%	17%	17%	
Quality & Experience of Project Manager/Team	20%	17%	18%	
Previous Performance	10%	7%	9%	
Overall Suitability for the Assignment	10%	7%	8%	
Total:	100%	81%	86%	0%

Ranking of Firms: 1. GZA GeoEnvironmental, Inc.
2. Collins Engineers, Inc.

SERVICES REQUIRED: ENV, GEOT, HYD, LAND, PINV, RDWY, ROW, SURV

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
North Hampton- Rye 42312	WEIGHT	Collins Engineers, Inc	GZA GeoEnvironmental, Inc.	Consultant C
Comprehension of the Assignment	20%	20%	18%	
Clarity of the Proposal	20%	19%	20%	
Capacity to Perform in a Timely Manner	20%	18%	17%	
Quality & Experience of Project Manager/Team	20%	17%	19%	
Previous Performance	10%	9%	9%	
Overall Suitability for the Assignment	10%	9%	10%	
Total:	100%	92%	93%	0%

Ranking of Firms: 1. GZA GeoEnvironemtnal, Inc.
2. Collins Engineers, Inc

SERVICES REQUIRED: ENV, GEOT, HYD, LAND, PINV, RDWY, ROW, SURV

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
North Hampton- Rye 42312	WEIGHT	Collins Engineers, Inc	GZA GeoEnvironemtnal, Inc.	Consultant C
Comprehension of the Assignment	20%	18%	18%	
Clarity of the Proposal	20%	18%	17%	
Capacity to Perform in a Timely Manner	20%	17%	17%	
Quality & Experience of Project Manager/Team	20%	16%	17%	
Previous Performance	10%	6%	7%	
Overall Suitability for the Assignment	10%	6%	8%	
Total:	100%	81%	84%	0%

Ranking of Firms: 1. GZA GeoEnvironemtnal, Inc.
2. Collins Engineers, Inc

SERVICES REQUIRED: ENV, GEOT, HYD, LAND, PINV, RDWY, ROW, SURV

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations		Scoring of Firms			
North Hampton- Rye 42312		WEIGHT	Collins Engineers, Inc	GZA GeoEnvironmental, Inc.	Consultant C
Comprehension of the Assignment		20%	18%	19%	
Clarity of the Proposal		20%	19%	19%	
Capacity to Perform in a Timely Manner		20%	18%	19%	
Quality & Experience of Project Manager/Team		20%	20%	20%	
Previous Performance		10%	10%	10%	
Overall Suitability for the Assignment		10%	9%	10%	
Total:		100%	94%	97%	0%

Ranking of Firms: 1. GZA GeoEnvironmental, Inc.
2. Collins Engineers, Inc

SERVICES REQUIRED: ENV, GEOT, HYD, LAND, PINV, RDWY, ROW, SURV

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations		Scoring of Firms			
North Hampton-Rye 45213		WEIGHT	Collins Engineers, Inc.	GZA GeoEnvironmental, Inc.	
Comprehension of the Assignment		20%	18%	19%	
Clarity of the Proposal		20%	20%	20%	
Capacity to Perform in a Timely Manner		20%	19%	19%	
Quality & Experience of Project Manager/Team		20%	20%	20%	
Previous Performance		10%	10%	10%	
Overall Suitability for the Assignment		10%	9%	9%	
Total:		100%	96%	97%	0%

Ranking of Firms: 1. GZA GeoEnvironmental, Inc.
2. Collins Engineers, Inc.

NORTH HAMPTON-RYE
X-A005(306)
42312
PRELIMINARY DESIGN

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ATTACHMENTS

A. **SCOPE OF SERVICES FOR PRELIMINARY/FINAL DESIGN, ECT.**, Prepared by GZA GeoEnvironmental, Inc. dated July 25, 2024.

AGREEMENT EXECUTION ATACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS
6. SIGNATURE PAGE
7. CERTIFICATION OF GOOD STANDING
8. CERTIFICATION OF AUTHORITY/VOTE
9. CERTIFICATION OF INSURANCE

NORTH HAMPTON-RYE
X-A005(306)
42312
PRELIMINARY DESIGN

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 9th day of September in the year 2024 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and GZA GeoEnvironmental, Inc., with principal place of business at 5 Commerce Park North, Suite 201, in the town of Bedford, 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 the stone revetment sea wall along NH Route 1A in the Towns of North Hampton and Rye. The project begins in North Hampton on Route 1A approximately 1,300' north of Route 111 (Atlantic Ave.) and precedes north to Rye 7.4 miles to a point approximately 100' south of the Odiorne Point State Park Entrance.

The DEPARTMENT requires professional engineering, surveying, and environmental consulting services under said project for the preparation of environmental documents, engineering plans and reports, and other work as needed to progress through the environmental review and public outreach process for this project. These services are outlined in the CONSULTANT'S Scope of Services and Fee Proposal dated July 25, 2024. The Scope of Services is included in this AGREEMENT as Attachment A. The Fee Proposal is hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves improvements to segments of the stone revetment sea wall along Route 1A in the Towns of North Hampton and Rye. The project begins in North Hampton on Route 1A approximately 1,300' north of Route 111 (Atlantic Ave.) and precedes north to Rye 7.4 miles to a point approximately 100' south of the Odiorne Point State Park Entrance.

There are three project areas within the length of the project:

- Area 1: Southern - This area consists of sections Mortar Rubble Masonry (MRM) sections 8, 9, 11, 12, & 14, and revetment sections 13 (1,020'), 10 (1,230'), and 7 (959').
- Area 2: Central - This area consists of revetment sections 6 (3,806'), 5 (1,813'), and 4 (846').
- Area 3: Northern - This area consists of revetment sections 3 (1,750'), 2 (609'), and 1 (1,242').

Each of these sections contain a stone revetment that was constructed in the 1970's. The original design provided a stone blanket on the ocean side of the wall backed with shale or rounded stone that is widely available along the coastline. Over the last 45 years these revetments have been damaged by coastal storms and repaired/maintained by the DEPARTMENT's maintenance forces. After a series on nor'easters in 2018 these revetment walls were damaged multiple times over multiple days, and a disaster declaration provided the potential for these revetments to be restored through funding provided by Federal Emergency Management Agency (FEMA) to their pre-disaster condition.

As a result of the disaster declaration the DEPARTMENT engaged a consulting firm to perform a planning study. The purpose of this study was to examine existing conditions, impacts of sea-level rise and provide recommendations for improvements that could be considered by FEMA. The report is located at https://www.nh.gov/dot/projects/northhamptonrye42312/documents/42312-rpt-06042021.pdf.

Significant improvements to the roadway of Route 1A are not intended under this project. However, improvements to the roadway ditch on the east side of Route 1A and minor drainage adjustments may be necessary.

B. GENERAL SCOPE OF WORK

The development of the engineering for this project is expected to be performed in two phases: 1) Preliminary Design, to study and prepare preliminary engineering plans suitable for a Public

ARTICLE I

Information Meeting(s), Design Public Hearing (if needed), and completion of NEPA documentation; and 2) Final Design, to prepare final plans, specifications and estimates for the bridge and associated roadway improvements. This contract is for Preliminary Design and Final Design services. Assuming a successful Public Hearing, and upon completion of Preliminary Design, the DEPARTMENT reserves the right to either negotiate a scope and fee for Final Design or terminate the contract.

The goals of the Preliminary Design engineering efforts of this project are to select an appropriate proposed action that is supported by the community, technically feasible, environmentally permittable, and economical; develop an approved Environmental Document; bring the proposed action to a public hearing for layout approval; and develop contract documents. The development of improvement alternatives will include public participation involving public and private stakeholders and the general public in the decision-making process to aid in the determination of the proposed action, and the development of an approved NEPA document.

The work shall be as described in the CONSULTANT'S Scope of Services, Attachment A, and requires the development and refinement of engineering plans and technical documentation. The following general tasks may be included in Preliminary Design:

1. Develop and evaluate roadway and intersection alternatives.
2. Preliminary design of roadways, intersections, traffic features, bridges and other necessary design elements.
3. Evaluation of existing bridge structures.
4. Design of bridge preservation, rehabilitation and/or replacement alternatives for each crossing.
5. Design of ancillary structures.
6. Develop a preliminary Traffic Control Plan that is acceptable and economical for travelers.
7. Consider construction phasing, constructability, and construction access.
8. Complete reports and/or studies summarizing concepts and recommendations.
9. Identify all impacted natural and cultural resources potentially affected by the proposed action and investigate means of minimizing or mitigating the impacts.
10. Prepare an environmental document and any potential for a Section 4(f) evaluation, 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.
11. Assist the Department with public involvement, including preparation of illustrative plans and exhibits for any meetings, including a Hearing plan.
12. Topographic survey mapping.

13. Identify and document the existing right-of-way.
14. Geotechnical services.
15. Utility coordination.

The CONSULTANT shall be responsible for developing engineered plans through an iterative process of design and review involving the DEPARTMENT, STATE, and Federal environmental resource agencies, regional planning commissions, the local community, and the public.

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

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

The CONSULTANT shall, when requested by the DEPARTMENT, render such assistance as required, including the preparation and explanation of sketches and plans for, or at, any meetings or conferences held by the DEPARTMENT. Meeting notes and conference memos shall be the responsibility of the CONSULTANT.

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

All plotting, drafting, and calculations performed by the CONSULTANT shall be independently checked by members of the CONSULTANT'S staff other than those who performed the original work. The work of each stage submission or interim study submissions (including quantity estimates) shall have been appropriately checked. The CONSULTANT shall verify all computations and design calculations. The CONSULTANT shall furnish all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.

The CONSULTANT'S Licensed Professional Engineer stamp for the State of New Hampshire shall appear on the construction plans, reports, and other documents that will be submitted to the

DEPARTMENT in accordance with RSA 310-A. Stamps shall be those of the professional engineers who prepared them or under whose direct supervisory control they were prepared.

C. MATERIALS 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. Electronic drawings in MicroStation format of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
2. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the CONSULTANT's Right-of-Way Boundary (e.g. existing right-of-way layout per record plans, property lines to a tax map level, parcel owners, title abstracting, etc.) will be provided by the DEPARTMENT in MicroStation format for incorporation into the plans by the CONSULTANT.
3. Plans of prior highway and bridge construction projects within the project limits, as available.
4. The location of all existing and proposed utilities through direct contact with the various utility companies.
5. Geotechnical investigations and recommendations, if available: Electronic files of the Environmental resource data collected in previous studies.
6. Crash data within the study area, if applicable.
7. Traffic count data, if applicable.
8. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).
9. Latest bridge inspection reports, if applicable.
10. Conceptual design and layout of highway lighting (temporary and permanent), if available and applicable.
11. Conceptual design and layout of ITS features, if applicable.

ARTICLE I

D. WORK SCHEDULE AND PROGRESS REPORTS

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

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

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

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

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

The submissions shall be in accordance with the attached Scope of Work. Each submission shall be supplemented with such drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts and designs. 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.

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

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

F. DELIVERABLES

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

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/.)

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

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

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

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

- File Transfer Sites, Bluebeam, SharePoint.
- Email: Files 20 MB or smaller may be transferred via email. If compressed, the files should be self-extracting and encrypted based on content.

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

ARTICLE I

Website Information:

a. Website Content: All external NHDOT websites created under this AGREEMENT shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in Vendor Resources and Procurement | NH Department of Information Technology.

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

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

G. QUALITY CONTROL

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

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

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

H. Date of Completion

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Design of professional services rendered under this AGREEMENT is September 30, 2032.

The Final Design completion date shall coincide with the construction contract award of the project, currently estimated to be September 30, 2030. After this date only Construction services shall be permitted.

ARTICLE II

ARTICLE II – COST PLUS FIXED FEE CONPENSATION OF CONSULTANT

A. GENERAL FEE

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

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

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

   Direct salary costs are estimated at:

   $839,802.45

2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending March 3, 2023, **195.46%** shall be used for invoicing for the life of the AGREEMENT.

   Overhead costs are estimated at:

   $1,641,477.87

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

   The fixed fee is:

   $248,128.03

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

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

$263,758.01

Subconsultant, HNTB Corporation, is estimated at:

$2,265,830.51

DESIGN SUBTOTAL $5,258,996.87

5) Construction Services

Construction services expenses are estimated at:

$100,000.00

AGREEMENT NOT-TO-EXCEED TOTAL $5,358,996.87

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 **$5,358,996.87**, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of **12,654** hours), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

B. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed the total amount specified in Article II, Section A unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the not-to-exceed amount specified in Article II, Section A, and the CONSULTANT agrees to use best efforts to perform the work

specified in the AGREEMENT and all obligations under this contract within this not-to-exceed amount.

3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the not-to-exceed amount specified in Article II, Section A.
4. Changes to the scope of work shall not be considered an authorization to the CONSULTANT to exceed the not-to-exceed amount specified in Article II, Section A.

C. PAYMENTS

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

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

D. ANNUAL INDIRECT COST RATE SUBMISSIONS

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

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

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

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

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

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

E. RECORDS, REPORTS AND FINAL AUDIT

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

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

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

ARTICLE III – GENERAL PROVISIONS

A. HEARINGS, ETC.

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

B. CONTRACT PROPOSALS

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

ARTICLE IV – STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA – CONFERENCES – INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 5 Commerce Park North, Suite 201, Bedford, NH 03110.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

ARTICLE IV

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

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report, or document which shall have been collected, prepared, or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding $10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

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

H. GENERAL CONPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE, and local laws and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad, and utility agencies whose facilities and services may be

affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

   a. Non-Professional Liability Indemnification

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

   b. Professional Liability Indemnification

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

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

ARTICLE IV

3. Insurance

   a. Required Coverage

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

   1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than $250,000 per occurrence and $2,000,000 in the aggregate (STATE to be named as an additional insured); and
   2. Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than $500,000 combined single limit; and
   3. Professional liability (errors and omissions) insurance coverage of not less than $2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than $75,000; and
   4. workers' compensation and employer's liability insurance as required by law.

   b. Proof of Insurance

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

4. No Third-Party Rights

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

portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

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

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

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all

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

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

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

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

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

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

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

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

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS

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

ARTICLE IV

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

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5 Commerce Park North
Suite 201
Bedford, NH 03110
T: 603.623.3500
F: 603.624.9463
www.gza.com

Attachment A

VIA EMAIL

July 25, 2024
File No. 04.P000175.23R2

Mr. Tobey Reynolds, P.E.
Assistant Director of Project Development
New Hampshire Department of Transportation
Bureau of Highway Design
7 Hazen Drive, P.O. Box 483
Concord, New Hampshire 03302-0483

Re: Proposed Scope of Work – Rev. 2
North Hampton-Rye 42312 Preliminary & Final Design
North Hampton and Rye, NH

Dear Mr. Reynolds:

As requested, GZA GeoEnvironmental, Inc. (GZA) has prepared this Scope of Services to provide preliminary and final design services for the reconstruction of the revetment sea walls and mortar rubble masonry walls along NH Route 1A in North Hampton and Rye, New Hampshire.

PROJECT UNDERSTANDING

NH Route 1A is a coastal roadway owned and maintained by NHDOT. It runs along the coastline of the Atlantic Ocean and has multiple types of shoreline protection treatments ranging from concrete seawalls, mortar rubble masonry (MRM) walls, and stone revetments. The 2016 NH Coastal Risk and Hazards Commission's report, *Preparing New Hampshire for Projected Storm Surge, Sea-Level Rise, and Extreme Precipitation*, identified the roadway as "the transportation asset most vulnerable to coastal flooding and disruption from sea-level rise" and "highly vulnerable...to storms." During coastal storms, storm surge, wave and wave overtopping cause damage to the revetments resulting in road closures and post-storm cleanup operations. During the series of nor'easters in March 2018, wave overtopping of the revetments resulted in road closures due to flooding and stone debris onto the roadway. The damage caused by the March 2018 storms resulted in a Presidential emergency declaration, allowing for federal disaster assistance funding by the Federal Emergency Management Agency (FEMA).

NHDOT engaged GZA in 2019 to complete a planning study including metocean analyses and coastal evaluations to develop conceptual design for repair and improvement alternatives for nine stone revetment sections along Route 1A between North Hampton and Rye. Note that GZA has not evaluated the five MRM sections included in the project. We issued the final report in 2021 and have since supported NHDOT during discussions with the NH Department of Safety Division of Homeland Security and Emergency Management (HSEM) and FEMA about the conceptual design, Damage Description and Dimensions (DDD) process, and overall project planning.

The project area begins in North Hampton on Route 1A at the north end of the North Hampton State Beach parking lot and extends north to Rye approximately 7.4 miles to a point approximately 0.2 miles south of the Odiorne Point State Park Entrance. The project limits extend laterally from the Mean Lower Low Water (MLLW) line to 25 feet west of the westerly edge of pavement of NH Route 1A.

NHDOT is advancing the project through final design to develop construction contract documents for the nine stone revetment sections and five MRM sections which encompass a total of approximately 16,814 linear feet of revetment and MRM, as detailed in **Table 1**, below. Included in the Scope of Services are site survey and data collection; preliminary and final engineering; environmental regulatory applications for permitting and approvals; public involvement support services; coordination with HSEM and FEMA for funding reimbursement under the 2018 declaration and potential mitigation grants for improvements of the revetment sections; and development of contract documents. It is understood that the MRMs will be funded by the Federal Highway Administration (FHWA).

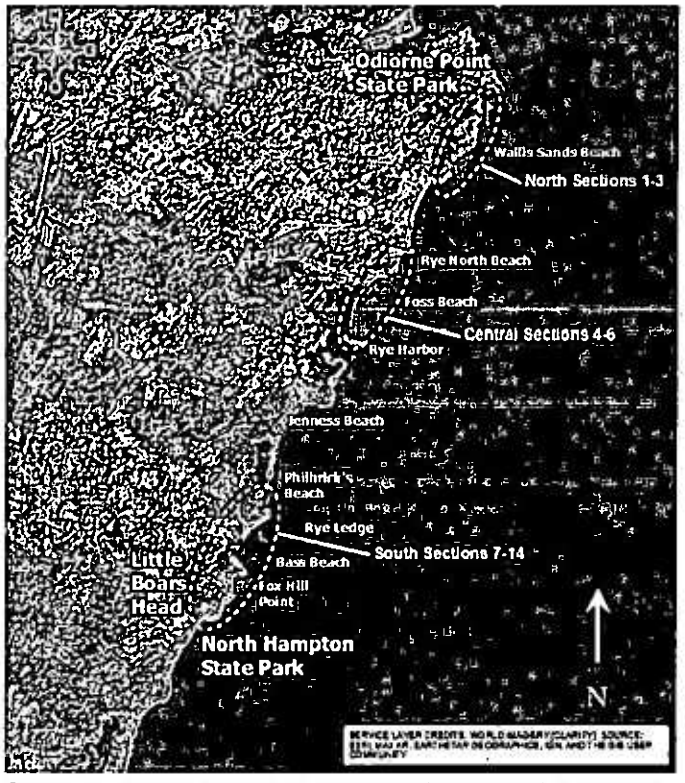

FIGURE 1: AERIAL IMAGE OF NHDOT NH ROUTE 1A COASTAL REVETMENT RESILIENCY - Project Focus Areas between Odiorne Point State Park and North Hampton State Park.

TABLE 1: NHDOT NH ROUTE 1A SECTIONS

NHDOT IDENTIFICATION*	CONSTRUCTION TYPE†	APPROX. LENGTH
Section 1	S.R.	1,242 LF
Section 2	Shale	609 LF
Section 3	S.R.	1,750 LF
Section 4	S.R.	846 LF
Section 5	S.R.	1,813 LF
Section 6	S.R.	3,806 LF
Section 7	S.R.	959 LF
Section 8	MRM	1,156 LF‡
Section 9	MRM	868 LF‡
Section 10	S.R.	1,230 LF
Section 11	MRM	568 LF‡
Section 12	MRM	307 LF‡
Section 13	S.R.	1,020 LF
Section 14	MRM	640 LF‡

* Based on Northern, Central and Southern Seawall Section Maps provided by NHDOT.

† Shale = shale pile. S.R. = shale pile with stone revetment facing. MRM = Mortar Rubble Masonry walls.

‡ From dimensions included in FEMA Draft DDD dated 3/2/2023.

NHDOT and FEMA will have established the basis of FEMA funding prior to the commencement of this scope of work. It is also assumed that the NHDOT will have determined whether to proceed with "in-kind" or "mitigation" improvements. The agreed upon revetment repair, "in-kind" or "mitigation," will be considered the "proposed revetment" work to carry forward under this contract.

In addition to FEMA cost reimbursement considerations, NHDOT has been awarded a *U.S. Department of Transportation, Federal Highway Administration's Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Discretionary Grant* to advance construction of revetment Sections 7, 10, and 13. It is our understanding that design of these three sections will be advanced as the first Priority Project. At this time, the full grant requirements are not known with respect to schedule or when the grant funds need to be encumbered (contract award). The following Scope of Services assumes that National Environmental Policy Act (NEPA) documentation and permitting conducted for the entire project corridor prior to final design.

PROJECT TEAM

GZA will be the prime consultant on this project, responsible for overall project design, management, and execution. The following subconsultants will support the project for the roles noted below:

A. HNTB Corporation (HNTB)..... NEPA documentation, public outreach, roadway and drainage design (as needed), traffic analysis, and drafting services to GZA.

B. Doucet Survey, Inc. (DSI)..... Topographical survey within the project limits for use in base plan development.

C. Independent Archaeological Consulting, LLC (IAC)..... Phase IA archaeological sensitivity assessment for the project to support the required NEPA documentation prepared by HNTB.

D. Preservation Company (PC)..... Historic survey to fulfill the requirements for historic resources review to support the required NEPA documentation prepared by HNTB.

SCOPE OF SERVICES

The overall objectives of the project are to repair or reconstruct the MRMs, and reconstruct the revetments with resilience measures to reduce storm-related road closures and post-storm clean-up of NH Route 1A. We understand that, through NHDOT's coordination with HSEM and FEMA, the intent is for NHDOT to group the project sections into five construction contracts and to track construction costs and progress for each section for eligible reimbursement through FEMA. With the exception of Priority Project 1 for which construction is funded through the awarded PROTECT Grant.

This scope assumes design will progress through Line & Grade/Slope & Drain (60-65%) for the overall project to support the submission of permit applications as one, corridor-wide project. At the completion of the Line & Grade/Slope & Drain submission, each of the five projects will be advanced separately through Final Design reflecting the priority listing shown in the table below. At the completion of design for each project, a bid package for each of the five construction contracts will be completed and NHDOT can let the contracts based on their available funding. Our Scope of Services is based on the following anticipated construction projects and NHDOT's anticipated sequence/schedule:

Project	Sections	NHDOT Anticipated Construction Schedule
Priority Project 1	Revetment Sections 7, 10, 13	FY26
Priority Project 2	Revetment Section 6	FY27
Priority Project 3	Revetment Sections 4, 5	FY28
Priority Project 4	Revetment Sections 1, 2, 3	FY29
Priority Project 5	MRM Sections 8, 9, 11, 12 and 14	FY29

Notes:

a) *The anticipated project sequence may be revised depending on NHDOT's funding and success with grant applications.*

b) *Priority Project 1 was awarded a PROTECT grant and is subject to the requirements of that grant.*

The following provides a description of the Scope of Services for Preliminary and Final Design. Tasks A and B provide overall project management and anticipated meetings. The remaining tasks are in general conformance with the NHDOT's Article 1 – Description of Professional Services to be Rendered.

A. PROJECT MANAGEMENT

GZA's intentional project management throughout the overall project development and the individual Priority Projects will be essential to meet the design, performance, scheduling, and FEMA and PROTECT Grant requirements. GZA's key project management items anticipated for this project include:

Project Initiation – Establish subcontracts and project team members' roles, and responsibilities. Setup project folders and files for information pertaining to the design, management, and accounting aspects of the project. Develop preliminary project schedule and establish preliminary accounting methods for distinguishing between "in-kind" replacement and "mitigation" for FEMA documentation and for FEMA-funded projects, PROTECT Grant funded projects, and FHWA funded projects for NHDOT concurrence. .

Monthly Project Management – Monthly monitoring and reporting of project progress and issues with the NHDOT Project Manager, GZA management, and GZA's subconsultants to ensure the GZA Team meets its project delivery and performance goals. Anticipated to include periodic schedule updates and budget tracking (FEMA, PROTECT, FHWA) to assist NHDOT in project reporting as required by the various funding sources. (Assumed for up to 84 months including during the initial construction phase.)

Invoicing and Monthly Progress Reporting – Prepare monthly reports and invoices, including preparation of NHDOT's required progress reports and anticipated special/additional invoice reporting requirements for the various funding sources that are greater than NHDOT's standard invoice format. (Assumed for up to 84 months including during the initial construction phase.)

Project Coordination – This is considered an allowance subtask to capture non-specific work effort to advance the project and general day-to-day coordination not included within a specific scope task. This may include but not be limited to correspondence (telephone, email, video-conference calls) with NHDOT, subconsultants, and other stakeholders. Given the high-profile and multi-agency involvement, we have assumed an average of 12 hours per month for the duration of the contract.

Assumptions:

1) Project design duration is 84 months including the initial construction phase.
2) Invoicing will occur monthly in NHDOT standard required format.

B. Meetings

Project team meetings will be held throughout the project's duration to discuss issues including design and environmental considerations, cost, resource constraints, schedule, and consistency with FEMA's project descriptions and PROTECT Grant requirements. The meetings listed below are anticipated through the completion of this project and are consistent with discussions with the GZA Team and NHDOT. Meeting efforts include preparation of agendas, supporting meeting materials/graphics, and meeting summaries. GZA anticipates the following for our meetings effort. Specifics for our subconsultants' meetings effort are included in their individual scopes of work, where appropriate.

1. Day-long Internal kick-off meeting with GZA's design team and subconsultants (eight hours, up to three GZA staff to attend).
2. Project Kick-off Meeting with NHDOT and GZA Team (1/2-day plus travel, preparation and follow-up time, up to three GZA staff to attend, in person at NHDOT).
3. A joint site visit with NHDOT and the GZA Team during the Preliminary Design Phase (up to three GZA staff are anticipated to attend, on site, one day plus travel, preparation and follow-up time).
4. Monthly project meetings with NHDOT and the GZA Team (assume up to 84, 1-hour long virtual meetings, up to three GZA staff to attend). GZA to keep running meeting summary notes during the meeting for distribution to NHDOT and the GZA Team. This subtask does not include preparation or follow-up time.
5. Bi-weekly/Monthly project meetings with FEMA (assume bi-weekly for the first 24 months and monthly for 36 months) (assume up to 84 meetings, 1-hour long virtual meeting, up to two GZA staff). GZA to keep running meeting summary notes during the meeting for distribution to NHDOT and FEMA. This subtask does not include preparation or follow-up time.
6. Internal design coordination meetings per allocated hours during the design phase (two meetings per month, 1 hour per meeting, for up to 66 months, each attended by up to three GZA staff).
7. Submission comment resolution meetings (assumes three meetings for each construction contract, for five contracts, for a total of 15, 2-hour long meetings plus travel time, each attended by up to three GZA staff, in person at NHDOT).
8. Traffic Control Committee (TCC) meeting preparation (including traffic management plan document) and presentations (assume two, two-hour meetings each attended by up to two GZA staff, virtual).
9. Outstanding issues meeting with NHDOT and HNTB (up to three GZA staff to attend, In person at NHDOT, for each the five construction contracts, five meetings total, 4-hour long meetings plus travel time).
10. Pre-Advertising meeting with NHDOT and HNTB (assumes one meeting for each of the five construction contracts [five meetings total], up to three GZA staff to attend each meeting, in person at NHDOT, 4-hour long meetings plus travel time).
11. Meetings with HSEM, FEMA, FHWA, and NHDOT as needed by various members of the GZA team to review and resolve issues to complete the NEPA process (assume three two-hour meetings during preliminary design each attended by up to two GZA staff, virtual).
12. Estimate Review Committee meeting at end of Line & Grade/Slope & Drain for the full project (assumes one half-day meeting plus travel time, attended by up to two GZA staff, in person at NHDOT).
13. Estimate Review Committee meetings at end of Final Design for each construction contract (assumes five two-hour meetings plus travel time, each attended by up to two GZA staff, in person at NHDOT).
14. Front Office meetings, one for each construction contract (assumes five two-hour meetings plus travel time, each attended by up to two GZA staff, in person at NHDOT).

C. Preliminary Design

The objectives of the Preliminary Design efforts include data collection and preliminary design of revetment reconstruction, and MRM repair or reconstruction. The following work items are included under this task. Note

that assumptions are provided for each of the key tasks. The information and data requirements identified as assumptions are time sensitive to begin design work.

Data Collection – To support preliminary design, the GZA Team will conduct the following data collection / review efforts:

1. GZA will conduct a site review of the nine stone revetment sections to evaluate existing conditions at the start of the contract.
2. GZA will conduct field observations and measurements of the MRM sections to assess existing conditions and damage at the start of the contract, for development of the extent and types of repair concepts.
3. For each of the 14 sections, GZA will identify existing beach access points, pedestrian walkways, and other critical or key features for collection during topographic survey by DSI.
4. GZA will conduct a wetland delineation within the project limits and prepare a Coastal Wetland Assessment report including functional assessment and vulnerability assessment.
5. GZA will delineate the locations of NH prohibited invasive plants and develop a species list for areas where there are planned project activities, including one assumed update for each of the five projects within one year of the advertising date, for a total of six delineation efforts.
6. HNTB will utilize NHDOT's traffic data to conduct an existing conditions traffic analysis for the project limits to develop an understanding of the variation in traffic volumes. GZA's efforts for this work will include general project management and support, and review of HNTB's work as it may affect the project design and execution, especially for construction access and temporary traffic control measures.
7. NHDOT will provide HNTB with a list of in-kind drainage improvements that are needed as part of the project, such as replacement of clogged/crushed culverts. GZA's efforts for this work will include general project management and support, and review of HNTB's work as it may affect the project design and execution where inlets and outlets penetrate the revetments.
8. GZA and HNTB will meet with NHDOT and representatives from the North Hampton and Rye Departments of Public Works to understand the municipality's concerns for the project. We have assumed one meeting with each municipality at the site or at each municipality's town offices, attended by up to three GZA staff.

Assumptions:

1) NHDOT will provide available damage assessment documentation for MRM sections to GZA.
2) NHDOT to provide traffic information to HNTB with copies to GZA (see **HNTB Scope Section C1.2**).
3) NHDOT to provide information and records for existing drainage infrastructure.
4) This scope does not include invasive species removal or treatment. If invasive species are identified, the construction plans will incorporate appropriate management measures.

Survey – Following a coordination meeting between DSI and NHDOT Survey Division to review the project and to transfer any NHDOT survey data to DSI, DSI will conduct a topographic survey from a line 25 feet westerly of the western edge of pavement of Route 1A to Mean Lower Low Water (MLLW). DSI will incorporate their survey data with survey data provided by NHDOT into a topographic existing conditions plan that will serve as the base plan for the project. A detailed description of DSI's Scope of Services is included in **Appendix A**. GZA's efforts for this work will include subconsultant management and support and review of DSI's work to confirm DSI captured key features identified by GZA during GZA's site reviews in the data collection efforts described above.

Assumptions:

1) NHDOT will provide DSI with the existing survey plan.
2) Refer to DSI's Scope of Services included in **Appendix A** for additional assumptions related to survey.

Right-of-Way – NHDOT will provide the existing Right-of-Way (ROW) property lines and owner information to HNTB including all boundary research and survey and provide this information to the GZA Team for incorporation into the project plan set. See HNTB's scope for ROW plan development. GZA's efforts for this work will review of the ROW plans prepared by HNTB to determine potential impacts to the project design if the ROW varies from what is anticipated.

Revetment Development & Evaluation – GZA will update the metocean analyses and wave modeling from our conceptual revetment design project to develop preliminary repair designs for each section that reflect current revetment conditions at the start of the contract, and additional storm data since the conceptual report. The base assumption for the width of the revetment reconstruction is that it will be within the larger footprint of the existing conditions or the 1978 design.

Per our understanding of NHDOT's current discussions with FEMA, the conceptual design will be advanced for "in-kind" conditions or for "mitigation" conditions. "In-kind" conditions are considered as a reconstructed, engineered revetment with exposed core on the roadway side and revetment stone crest limits to the higher of either 1978 design or existing conditions and with revetment stone on the ocean side sized for the site-specific coastal exposure. "Mitigation" conditions are considered as a reconstructed engineered revetment to the higher of either 1978 design or existing crest limits and with stone facing on all sides sized for the site-specific coastal exposure and estimated wave overtopping conditions developed during this scope of work. The design intent is to reduce revetment maintenance requirements and NH Route 1A storm clean-up efforts. It is understood that roadway flooding from overtopping and/or backwater will continue to occur with both the "in-kind" and "mitigation" conditions.

NHDOT and FEMA will have established the basis of FEMA funding prior to the commencement of this scope of work. It is also assumed that the NHDOT will have determined whether to proceed with "in-kind" or "mitigation" improvements. The agreed upon revetment repair, "in-kind" or "mitigation," will be considered the "proposed revetment" work to carry forward under this contract.

Relevant revetment design standards include, but may not be limited to:

- U.S. Army Corps of Engineers, *Coastal Engineering Manual 1110-2-110* (EM 1110-2-1100), September 2011.
- EurOtop, 2018, *Manual on wave overtopping of sea defences and related structures. An overtopping manual largely based on European research, but for worldwide application*. Van der Meer, J.W., Allsop, N.W.H., Bruce, T., De Rouck, J., Kortenhaus, A., Pullen, T., Schüttrumpf, H., Troch, P. and Zanuttigh, B., www.overtopping-manual.com.
- FEMA, *Guidance for Flood Risk Analysis and Mapping Coastal Wave Runup and Overtopping*, Federal Emergency Management Agency, February 2018.

Based on our understanding of the damage to MRMs at this time, full reconstruction may be required. For walls that are repairable, GZA will develop construction details for repairing mortar and resetting stones at discrete damaged areas within the limits of the existing walls. For walls requiring full reconstruction, we have assumed cast-in-place concrete seawall with stone facing.

Once the preliminary designs have been developed, GZA will work with HNTB to prepare preliminary level plans, profiles, typical sections, critical cross sections, and a preliminary opinion of construction costs for each of the 14 sections of the project. These will be submitted to NHDOT for review and comment. We assume one round

of comments will be provided and incorporated into the Design Report for preliminary design. HNTB's efforts are described under **HNTB Scope Section J**.

GZA will prepare a Draft Design Report for preliminary design that documents the existing conditions within the project limits and summarizes our evaluations, design decisions, and engineering details. The Design Report format will be supplied by NHDOT. However, we anticipate that it will be modified significantly to address the aspects of this project that are not covered by NHDOT's standard report format. The report will serve as the comprehensive, basis of design for all 14 revetment and MRM sections. The report will document the design parameters and design decisions and address the requirements from various funding agencies. We have assumed that one round of consolidated comments from NHDOT will be provided for the Draft Design Report. NHDOT's comments will be incorporated into the Final Design Report for preliminary design.

The final Preliminary Design submission will be assembled by GZA/HNTB and will include a hard copy of plans, as well as electronic CAD/D files. The following will be provided:

1. Design calculations to support revetment geometry (GZA),
2. A draft construction schedule (GZA),
3. Proposed right-of-way layout with property impact list (GZA/HNTB),
4. Major utility impacts documented (GZA/HNTB),
5. Draft typical sections (GZA/HNTB),
6. Opinion of probable cost of construction with supporting quantity calculations for the "proposed revetment" and MRM repair/reconstruction designs (GZA),
7. Design Report with supporting documentation (GZA),
8. Drainage replacements (HNTB/GZA), and
9. Outstanding issues/concerns (GZA/HNTB).

Assumptions:

1) NHDOT will provide Design Report format.
2) NHDOT will provide GZA current unit prices for all standard items.
3) NHDOT will provide one round of consolidated comments on the Design Report.

D. ENVIRONMENT (HNTB AND GZA)

HNTB will lead the preparation and documentation for the NEPA approval process for this project as described in HNTB's Scope of Work (**Scope Section D**), included in **Appendix B**. GZA will provide general coordination and support to HNTB for preparation of the NEPA documentation and review of the draft and final NEPA documents. Preservation Company (PC) and Independent Archaeological Consulting, LLC (IAC), subconsultants to GZA, will support HNTB's efforts with evaluation of historic above- and below-ground resources to complete the Section 106 process. PC's and IAC's Scopes of Work are included in **Appendix C**.

GZA will be responsible for and lead the preparation and submission of environmental regulatory permit applications to the NH Department of Environmental Services (NHDES) and US Army Corps of Engineers (USACE). (See **Task G. Final Design**, below)

Assumptions:

1) The project is not likely to have "significant" impacts and is assumed to qualify for classification as a Categorical Exclusion (CE) under NEPA.
2) GZA will attend up to three (3) natural resource and three (3) cultural agency meetings (assumed to be virtual meetings) for the NEPA approval process. One GZA staff member will attend each meeting.

3) GZA will attend up to two field meetings, if needed, with the resource agencies to review resource impacts and potential mitigation measures. One GZA staff member will attend the field meeting(s).
4) Refer to **HNTB's Scope Section D** for additional assumptions.
5) GZA and our Subconsultants cannot guarantee that a permit/approval will be issued nor control the time required to obtain a permit/approval after the application is filed. In addition, there is no assurance that the Authorities Having Jurisdiction (AHJ) review process will not alter the scope of the project, require additional information, or require special meetings that could not be anticipated during scope development. Any such additional work required during the AHJ review process shall be considered as additional services and will be negotiated with NHDOT upon notification from the AHJ of such additional requirements/work.

E. PUBLIC OUTREACH

The GZA Team will support NHDOT in conducting public outreach and holding informational meetings and hearings to support the public participation process for the project. Specific meetings are anticipated to include:

1. **Public Official Meetings** – Two Public Officials Meetings (POM) (one POM for each municipality [North Hampton and Rye]) will be held early in the project to involve elected officials, the public and other interested parties (including identified Consulting Parties) in the project development process. We have assumed 4 hours per meeting plus preparation and travel for 2 GZA staff.

2. **Public Informational Meetings** – One open house style Public Informational Meeting (PIM) (combined for North Hampton and Rye) will be held to inform the public once the project plans have been developed. The PIM will treat the project as one complete project. During the PIM a presentation will be given. Project graphics will also be displayed for public viewing before and after the meeting. HNTB will prepare all graphics and meeting materials, with support by GZA. We have assumed 4 hours for the meeting plus preparation and travel for 2 GZA staff.

3. **Public Hearing** - One formal Public Hearing is assumed to be held to obtain public comments on the recommended alternatives for each of the 14 revetment sections. A presentation will be provided and graphics will be displayed for public viewing before and after the meeting. HNTB will prepare all graphics and meeting materials, with support by GZA. We have assumed a 4-hour meeting plus preparation and travel for 2 GZA staff.

   HNTB and GZA will also assist NHDOT after the hearing in addressing public comments submitted at the hearing. Based on feedback that NHDOT received from a February 2024 informational meeting, it is anticipated that the public hearing will generate significant comments. We have assumed 80 hours to consolidate the responses developed by the GZA team and provide responses to comments to NHDOT.

GZA and HNTB will also prepare up to two **Project Fact Sheets** for use throughout the duration of the project. The Project Fact Sheets will detail key details, key milestones, project objectives and other salient details of the project and list opportunities for public outreach.

Assumptions:

1) HNTB will coordinate and obtain the locations for the public meetings, as well as provide any special audio-video equipment (beyond conventional computer/projector) or recording devices for the meetings.
2) HNTB will lead the public outreach efforts for the project (Refer to **HNTB's Scope Section E**).
3) GZA will support HNTB in preparing graphics for the public meetings.
4) Two GZA staff will attend each of the POMs, PIM, and Public Hearing meetings, in person at locations to be determined.
5) Up to 2 revisions of each of the Fact Sheets are included.

6) For additional assumptions, Refer to **HNTB's Scope Section E.**

F. Geotechnical

Geotechnical investigatory needs for the project are not anticipated.

G. Final Design

Final Design will be divided into five construction contracts as directed by NHDOT. The final design for each construction contract will provide the details for each individual section (revetment or MRM) that is included in the contract for items and quantities for reimbursement tracking purposes. Final Design will complete the design of the project following the Public Hearing (discussed above in **Section E. Public Outreach**) including the development of ROW plans, construction plans, environmental permit plans, and specifications and cost estimates (PS&E).

We have assumed that the corridor-wide, combined, Line & Grade/Slope & Drain draft and final plans will be developed based on Preliminary Design. The plans will depict overall project limits and geometry for a high-level review by NHDOT. GZA's Scope of Services includes coordination with HNTB for their development of the plans; review of the plans produced by HNTB as the various components of the plan sets are developed; and a comprehensive review upon completion of the plan sets prepared by HNTB. We have assumed that the Line & Grade/Slope & Drain draft and final plans will include the following:

Plan View Drawings

- Existing topographic survey contours
- Existing Right-of-Way limits (no change in ROW assumed)
- Existing revetments (crest, front slope toe (exposed), back slope toe)
- Existing MRMs (top of wall along ocean side)
- Existing roadway edge of pavement, roadway shoulder, signage
- Existing roadway pullout areas
- Existing beach access ways, signage
- Existing culverts/drainage structures
- Mean Lower Low Water (MLLW), Mean High Water (MHW), 1% Flood Elevation, Design Basis Flood (i.e. with sea level rise)
- Proposed revetment crest, front slope toe, back slope toe, and horizontal extents
- Proposed MRMs (top of wall along ocean side and horizontal extents)
- Limits of each Priority Project

Cross-Sections

- Cross sections will be developed on average every 100 feet, with critical or special sections included where needed, such as for beach/pedestrian access
- Existing roadway edge of pavement, roadway shoulder
- Existing ROW limits
- Existing revetment limits and geometry (estimated limit of front toe, if buried during the time of survey)
- Proposed revetment limits
- Proposed MRM limits

Traffic Control Plans

- Potential construction laydown areas and work zones

Construction BMP

- Typical details

A corridor-wide, general construction approach, design narrative and updated construction schedule will be developed, as well as a Traffic Control narrative and Traffic Control Plan. Drainage replacements will be developed, which, under this contract, are expected to be limited to replacement in-kind of clogged/crushed cross-pipe culverts.

Corridor-wide regulatory permit applications will be prepared early in Final Design by GZA with support from HNTB and are anticipated to include local permits (Conservation Commission), a NHDES Wetlands Permit and Shoreland Permit, and a Pre-Construction Notification (PCN) under the USACE New Hampshire General Permit for temporary impacts below mean high water. Permitting for drainage is anticipated to be limited to in-kind replacement for up to five culverts, and excludes stream crossing permit, scour, H&H studies, water quality, for culvert permitting. It is assumed that the regulatory review process will not alter the project design.

Upon approval of the corridor-wide Line & Grade/Slope & Drain submission, GZA will advance project-specific final design drawings for each of the five construction contracts. This will include identifying revetment armor stone and bedding stone size and stone layer thicknesses for typical, general, and critical cross-sections. Details for transitions between varying crest elevations and adjacent seawalls/structures at the terminus of each revetment/MRM section; details for beach access; and other critical/special considerations will be developed.

During the project-specific final designs, GZA will develop the parameters for the construction approach and an opinion of construction schedule for each construction contract. This will include coordination with NHDOT for potential contractor laydown areas, equipment storage (overnight and for storm events), and construction access. These will be the factors and considerations that the contractor must incorporate into their work plan for construction of the revetments and MRMs.

Final Design submissions will follow NHDOT Roadway Design Submission procedures, outlined in **Section J**, below.

Assumptions:

1) Pre-application meeting with NHDES (up to 3 GZA staff to attend, virtual).
2) Pre-application meeting with USACE (up to 3 GZA staff to attend, virtual).
3) One Conservation Commission meeting with the town of Rye (up to 2 GZA staff to attend, at town).
4) One Conservation Commission meeting with the town of North Hampton (up to 2 GZA staff to attend, at town).
5) Environmental permit application and mitigation fees are not included in GZA's fee estimate.
6) GZA and our Subconsultants cannot guarantee that a permit/approval will be issued nor control the time required to obtain a permit/approval after the application is filed. In addition, there is no assurance that the AHJ review process will not alter the scope of the project, require additional information, or require special meetings that could not be anticipated during scope development. Any such additional work required during the AHJ review process shall be considered as additional services and will be negotiated with NHDOT upon notification from the AHJ of such additional requirements/work.
7) Construction documents based on the "proposed revetment" design with bid items for tracking "in-kind" components and "mitigation" components for FEMA reimbursement.

H. Utilities

NHDOT has indicated that utility planning and coordination will be performed in-house by NHDOT with input from the GZA Team from the Line & Grade/Slope & Drain submission.

Assumptions:

1) NHDOT to provide construction documents for any utility related work for GZA/HNTB to incorporate into the documents.
2) NHDOT to provide opinion of construction costs for any utility related work for GZA/HNTB to incorporate into the estimated project costs.
3) Any utility-related work will not result in special detailing or design revisions to the "proposed revetments" or MRMs, or environmental regulatory permit application modifications.

I. Right-of-Way (ROW)

Deed research and Right-of-Way negotiation will be performed in-house by NHDOT. ROW impact plans will be prepared by GZA/HNTB. Preliminary ROW impact plans will be provided to NHDOT for review and comments. Comments will be addressed and incorporated in the Final ROW impact plans.

Assumptions:

1) Two sets of consolidated review comments from NHDOT on the ROW plans.

J. SUBMISSION OF REPORTS, PLANS & DOCUMENTS

GZA and HNTB will prepare the following separate plan submissions for review by NHDOT. A Design Report will accompany each submission in a format to be provided by NHDOT and modified by GZA, as discussed above. We have assumed that one set of consolidated comments from NHDOT will be provided for each submission. NHDOT's comments will be incorporated into the Final version of each of the following submissions.

Pre-Hearing Submission (if needed) – Efforts under this are already included in the Design Report in **Section C, Preliminary Design**, above.

Post-Hearing Design Review – Based on discussions with NHDOT, a post-hearing design review will not be required.

Line & Grade / Slope & Drain Submission (L&G/S&D) – The L&G/S&D submission will incorporate relevant revisions from the Public Hearing and finalize the horizontal and vertical alignments of the "proposed revetments" and MRMs. This submission will also include drainage improvements identified during Preliminary and Final Design, proposed Right-of-Way lines, and conceptual traffic control. While not expected to be significant for this project, a narrative will be prepared outlining measures to limit and manage Limited Reuse Soils (LRS) on the project. A corridor-wide, high-level construction schedule will also be prepared in Microsoft Project.

Right-of-Way Impact Plans – NHDOT comments to the L&G/S&D submission will be incorporated into the latest plan set for development of comprehensive, corridor-wide Right-of-Way Impact Plans showing temporary and permanent property impacts for all five construction contracts to allow NHDOT to begin the Right-of-Way acquisition process, if necessary. Respective sheets will be extracted and included in each construction contract.

Wetland Impact Plans – Comprehensive, corridor-wide Wetland Impact plans will be prepared showing permanent and temporary impacts for all five construction contracts for inclusion with the wetland permit applications, along with a tabulated impact summary showing wetland identification numbers, areas of fill or dredged volumes in the temporary and permanent conditions for the construction contracts.

Utility Plans – Utility Plans will be prepared identifying improvements to the existing drainage to replace crushed/clogged culverts or drainage structures. Additional utility modifications will be provided by NHDOT for incorporation into the Utility Plans.

Preliminary Plans, Specifications and Estimate (PPS&E) – The PPS&E submission will include preliminary contract plans, draft Special Provisions, and a preliminary PS&E quantity and construction cost estimate and will incorporate comments received from NHDOT from Final Design and the L&G/S&D Plan submission. The plans will be advanced to depict revetment transitions, stone limits, stone layer thicknesses, stone sizes, and detailing for the "proposed revetments" and repair/reconstruction details for the MRMs.

Plans will include Quantity Summary sheets, revetment plans, sections, and profiles for each of the five construction contracts. Quantities will be broken out individually for each of the 14 revetment and MRM sections. GZA will develop the "in-kind" and "mitigation" quantities and construction cost estimates for each section with assistance from HNTB. Note that these will be the first detailed quantities and cost estimates developed under this contract. Copies of the quantity calculations will be provided with the quantity estimates.

Special Provisions are assumed to be limited to revetment stone and requirements for revetment construction.

PS&E – Once NHDOT has provided review comments on the PPS&E submission, the PS&E submission will be prepared and submitted for review by NHDOT. It is assumed that PS&E is the PPS&E submission with minor updates based on NHDOT review comments. The PS&E submission will include draft construction plans, the revised quantities book, estimate of quantities, final Special Provisions, and the Design Report. The Design Report will include excerpts from the Preliminary Design Report for the relevant sections included in each construction contract. This assumes that there will be no changes to the design basis between Preliminary Design and PS&E.

Since drainage improvements will be limited to in-kind replacements of failed or clogged culverts or structures, no Drainage Report will be prepared.

Once NHDOT has reviewed the draft PS&E submission and provided comments, the GZA team will address the comments and minor corrections and provide finalized documents to NHDOT for advertising of the project.

K. Construction Services

The GZA Team will provide the following anticipated construction services to advance the project initially during the construction phase under this Scope of Services:

1. Review of shop drawings (none anticipated).
2. Review of product or technical submittals, anticipated to include the following for each of the five construction contracts:
    - Erosion and sedimentation control plan
    - Health and safety plan
    - Initial project schedule
    - SWPPP monitor qualifications
    - Severe storm plan
    - Crane lift plan and operator qualifications
    - Temporary barricade/fencing for work zone
    - Contractor's proposed work plan(s)
    - Armor stone source
    - Armor stone testing reports

- Certifications for standard NHDOT stone and geotextile (assume 5 submittals per construction contract)

3. Project Team Meetings, including a preconstruction meeting for each of the five construction contracts.
4. Site visits during construction (to be coordinated with NHDOT).

The full construction support scope will be developed once the Final Design has been completed. In the interim, NHDOT has indicated that there will be a Construction Services Field Changes Allowance for the project to cover unanticipated work effort that arises, such as Request for Information's (RFIs). For assignments anticipated to require less than one week, NHDOT will issue an email authorization to proceed. For assignments anticipated to require longer than one week or have a high level of complexity, GZA will prepare an abbreviated scope of work and budget estimate for NHDOT's approval.

Assumptions:
For this task, the following is assumed:

1) Review of RFIs is included in the Construction Services Field Changes Allowance.
2) No shop drawings are anticipated.
3) Review of up to 15 technical submittals per construction contract for a total of 75 submittal reviews. Review of resubmissions are not included in this task.
4) Attendance at five preconstruction meetings (one for each construction contract), each up to eight hours long, by two GZA personnel
5) Up to 10 site visits during construction by up to two GZA personnel each visit

SCHEDULE

The GZA Team is prepared to begin work on this project immediately upon written Notice to Proceed.

A project schedule will be developed and mutually agreed upon between NHDOT and the GZA Team following contract execution and Notice to Proceed.

CLOSING

We look forward to performing this assignment for NHDOT. Should you have any questions regarding this Scope of Services, please contact us.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

Cheryl W. Coviello

Cheryl W. Coviello, P.E.
Associate Principal

David G. Lamothe, P.E.
Associate Principal

David M. Leone, CFM, P.E. MA, CT, RI
Consultant/Reviewer

CWC/DGL/DML:dgl

R:\FY23\04.P000175.23\08_Scope and Fee\07_Scope and Fee R2\FINAL 04.p000175.23 North Hampton-Rye 42312 Revetment Design Scope Rev 2 072524.docx

Attachments:

Appendix A – Doucet Survey Scope of Work
Appendix B – HNTB Corporation Scope of Work
Appendix C - Preservation Company and Independent Archaeological Consulting, LLC Scopes of Work

APPENDIX A
DOUCET SURVEY SCOPE OF WORK

DOUCET SURVEY LLC
Serving your Professional Land Surveying & Mapping Needs ®
Licensed throughout New England

Matthew W. Fagginger-Auer, PS, Principal
Jeffrey A. Goldknopf, PS, Principal
John F. Kaiser, PS, Principal
Steven V. Michaud, PS, Principal
William J. Doucet, PS, Chief Operating Officer
Michael J. Carter, PS
Patrick J. Sharkey, PS
Bevan Timm, PS

August 22, 2023

Cheryl Coviello
Associate Principal
GZA
188 Valley Street Suite 300
Providence, RI 02909

42312
NORTH HAMPTON-RYE
REVETMENT
(DS Project 7513)

AREA OF SURVEY:

Sections 1-14 as shown on the attached map. Within each Section, the tasks below are limited to:

- The area between a line 25' westerly of the westerly edge of pavement and Mean Lower Low Water.

SCOPE OF WORK:
(All tasks to be performed under the direct supervision of a NH Licensed Land Surveyor)

Task 1.1-Facilitation Meeting and Existing Data Review

- A meeting between Doucet Survey and NHDOT will be scheduled to initiate survey efforts. The meeting will include:
  - Project overview
  - Transfer of any NHDOT survey data pertinent to the project
  - Review of project procedures, methodology, and workflow
- Review of existing survey data provided by the client & NHDOT

Task 1.2-Data Collection

- Field survey to locate:
  - Structures
  - Pavement/curbing/sidewalks
  - Retaining walls
  - Ocean access points
  - Observable evidence of utilities, including sewer/drain structures rims, inverts, & pipe size/type
  - Bedrock outcrops
  - Drainage outfalls
  - High tide line (based on delineation by others)
  - Wetland flagging (based on delineation by others)

- "Spot checks" of NHDOT survey data at the start/end of each section
- Revetment crest
- Toe of slope (both sides)
- Changes in slope
- Other significant site features
- 1' contours (excluding the location of individual rocks/boulders)

Task 1.3-Develop Preliminary Topographic Plan

- Computations and drafting necessary to prepare the Preliminary Topographic Plan. The plan will incorporate survey data compiled by Doucet Survey as well as that provided by NHDOT.
- Plan will be delivered in MicroStation Open Roads format

Task 1.4-Topographic Plan Review Meeting

- Attendance at one review meeting to review CAD format and deliverables

Task 1.5-Develop Final Topographic Plan

- Computations and drafting necessary to prepare the Final Topographic Plan in accordance with the comments received during Task 1.4 above
- Plan will be delivered in MicroStation Open Roads format

Task 1.6-UAV Photography

- Oblique drone photography of the sections of retaining walls shown in the attached map labelled "UAV Photography". This is intended to be limited to the MRM Wall Sections 8, 9, 11, 12 and 14 for approximately 3,540 linear feet combined. This task is capped at 24 hours and assumes that stationing will be marked on the ocean-side of the walls by the client.

ASSUMPTIONS:

• Site conditions (snow, ice, etc.) allow us to efficiently perform the field work in a safe & accurate manner.
• No entry into adjacent buildings is required.
• A police detail will be necessary for work conducted in the traveled way. 5 days of police detail is assumed and is included as a direct cost expense.
• Where survey is required on private property, the client or NHDOT will be required to notify abutting landowners prior to the start of field work.
• Where appropriate, field data may be collected utilizing a variety of equipment, including conventional survey gear, GPS, 3d laser scanners, LiDAR, and UAV's.
• Boundary/ROW Survey to be performed by NHDOT.
• If our "spot checks" of NHDOT data identifies errors, they will be reported. It is beyond the scope of this project to resolve any such conflicts.
• Our plan will identify those areas depicting data provided by NHDOT. Doucet Survey assumes no responsibility/liability for that work.
• Underground utility marking, location, or SUE is excluded.
• Tidal datum determination/tidal studies are excluded.
• Location of individual rocks/boulders is excluded.
• Stitching of oblique drone photos.

APPENDIX B
HNTB CORPORATION SCOPE OF WORK

HNTB ARCHITECTS ENGINEERS PLANNERS
6 Loudon Road, Suite 306, Concord, NH 03301 (603) 931-3340

SCOPE OF WORK
FOR

NORTH HAMPTON – RYE 42312
NH 1A REVETMENT RECONSTRUCTION

July 19, 2024

INTRODUCTION

The overall Scope of Services includes the development of preliminary design, final design, contract plans, specifications, special provisions, estimates of quantities and costs, NEPA documentation, regulatory permitting, public outreach, as well as construction services for NH 1A revetment reconstruction in the Towns of North Hampton and Rye, NH.

STATEMENT OF UNDERSTANDING

HNTB Corporation (HNTB) will provide NEPA documentation, public outreach, roadway design (as defined), drainage design (as defined), traffic analysis, and drafting services to GZA for this revetment reconstruction and mortar rubble masonry (MRM) seawall repair project with the New Hampshire Department of Transportation (DEPARTMENT).

PROJECT GOAL

The goal of Part B and C of the NH 1A Revetment Reconstruction project is to develop a design that is consistent with the general footprint of the 1978 design of the revetment, develop a Design Report and an approved NEPA Document, and bring it to a Public Hearing (if necessary) for approval. After the completion of Part B, the goal of the project is to complete Final Design and regulatory permitting as well as develop construction support documentation, which will complete Part C. The project is scheduled to have the first contract advertise in 2026 and the final contract completed in 2031.

PROJECT LIMITS

The project covers approximately 5 miles of existing revetment along NH 1A located within the Towns of North-Hampton and Rye. The project begins in North Hampton on Route 1A approximately 1,300' north of Route 111 (Atlantic Ave.) and proceeds north to Rye 7.4 miles to a point approximately 100' south of the Odiorne Point State Park Entrance. The project includes nine stone revetment sections and five MRM which encompass a total of approximately 16,814 linear feet of revetment. The project is anticipated to be broken into five separate construction contracts, with each section tracked as a separate Damage Inventory for Federal Emergency Management Agency (FEMA) reimbursement purposes.

See Figures 1 to 4 below for the specific locations of the 14 sections of revetment and MRM that are the subject of this scope of work.

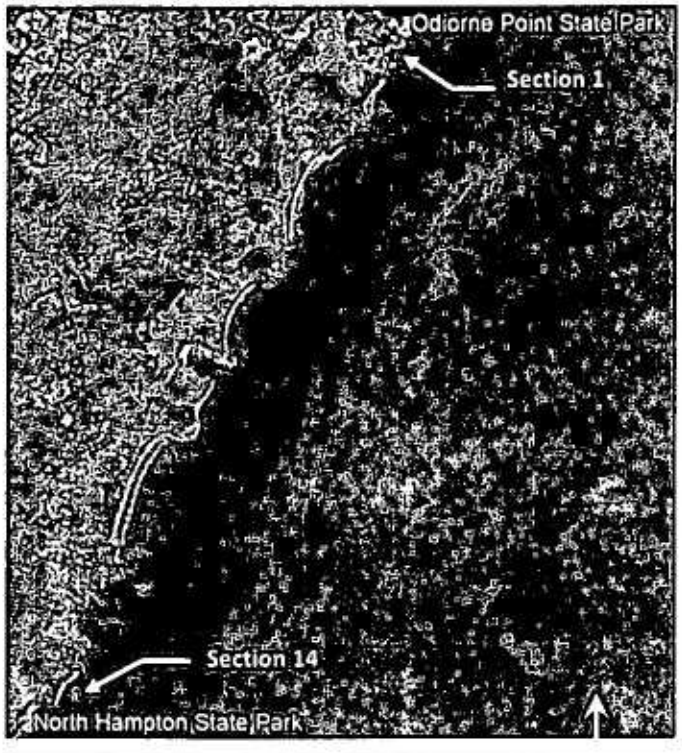

FIGURE 1: AERIAL IMAGE OF NH ROUTE 1A COASTAL REVETMENT RESILIENCY - Project Focus Areas between Odiorne Point State Park and North Hampton State Park (Yellow = Shale Pile. Red = Shale Pile with Stone Revetment Facing. Purple = Mortar Rubble Masonry walls.)

TABLE 1: NHDOT NH ROUTE 1A SECTIONS

NHDOT IDENTIFICATION*	CONSTRUCTION TYPE†	APPROX. LENGTH (LF)
Section 1	S.R.	1,242
Section 2	Shale	609
Section 3	S.R.	1,750
Section 4	S.R.	846
Section 5	S.R.	1,813
Section 6	S.R.	3,806
Section 7	S.R.	959
Section 8	MRM	1,156‡
Section 9	MRM	868‡
Section 10	S.R.	1,230
Section 11	MRM	568‡
Section 12	MRM	307‡
Section 13	S.R.	1,020
Section 14	MRM	640‡

* Based on Northern, Central and Southern Seawall Section Maps provided by NHDOT.

† Shale = shale pile. S.R. = shale pile with stone revetment facing. MRM = Mortar Rubble Masonry walls.

‡ From dimensions included in FEMA Draft DDD dated 3/2/2023.

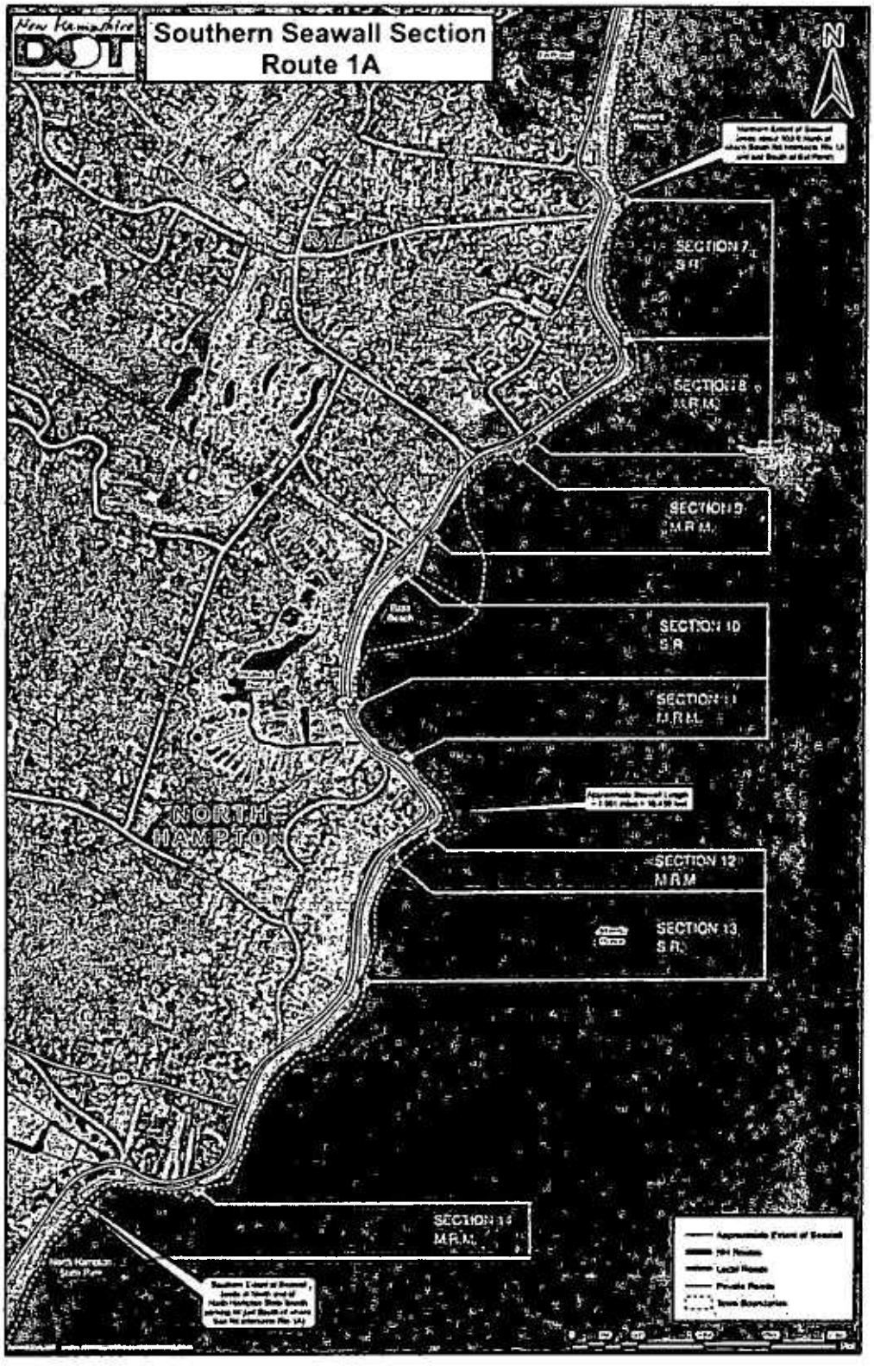
New Hampshire DOT
Southern Seawall Section
Route 1A
N
SECTION 7
S.R.
SECTION 8
M.R.M.
SECTION 9
M.R.M.
SECTION 10
S.R.
SECTION 11
M.R.M.
NORTH HAMPTON
SECTION 12
M.R.M.
SECTION 13
S.R.
SECTION 14
M.R.M.

FIGURE 2

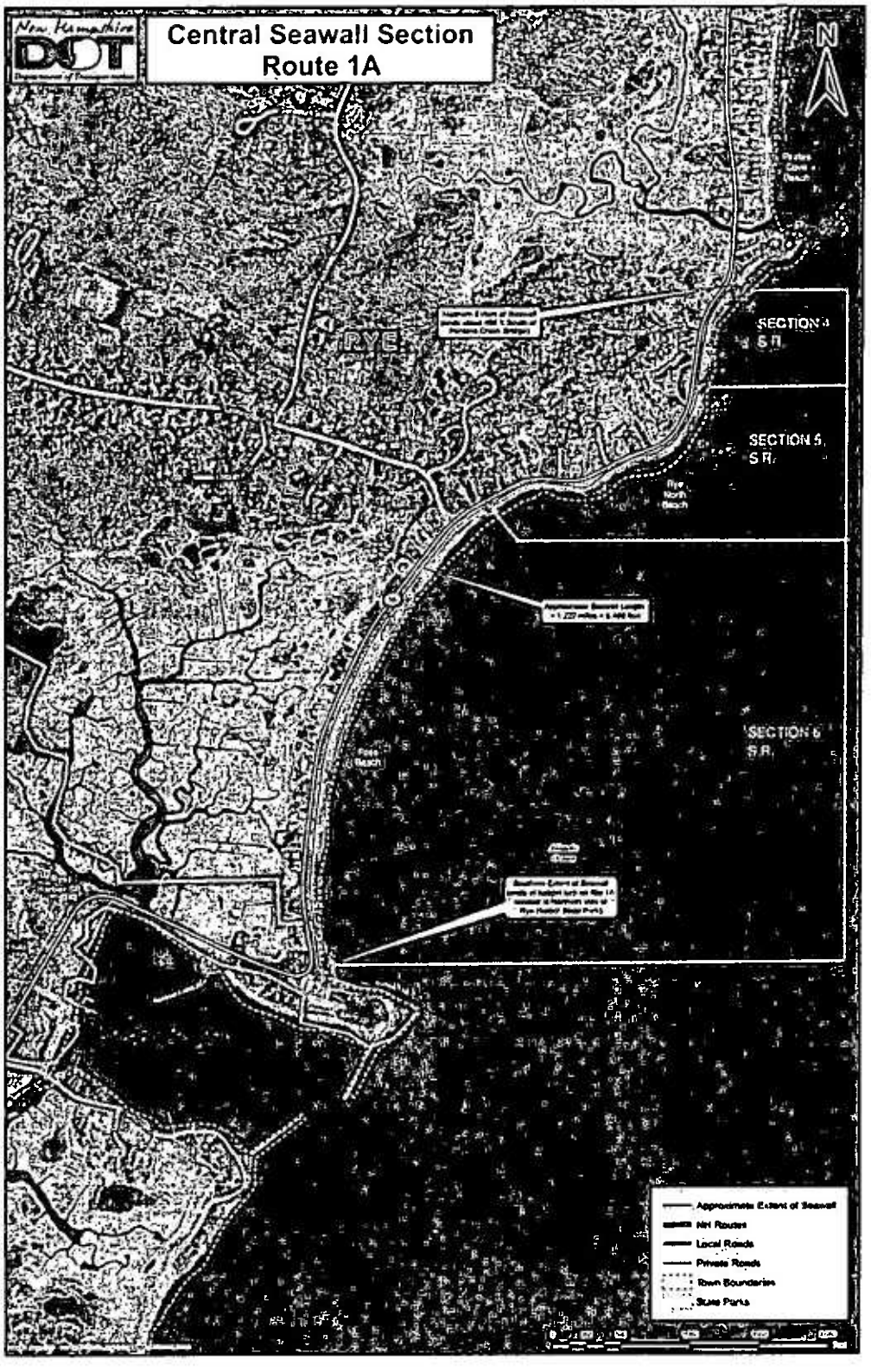
New Hampshire DOT
Central Seawall Section
Route 1A
N
RYE
SECTION 4
S.R.
SECTION 5
S.R.
SECTION 6
S.R.
Approximate Extent of Seawall
NH Routes
Local Roads
Private Roads
Town Boundaries
State Parks

FIGURE 3

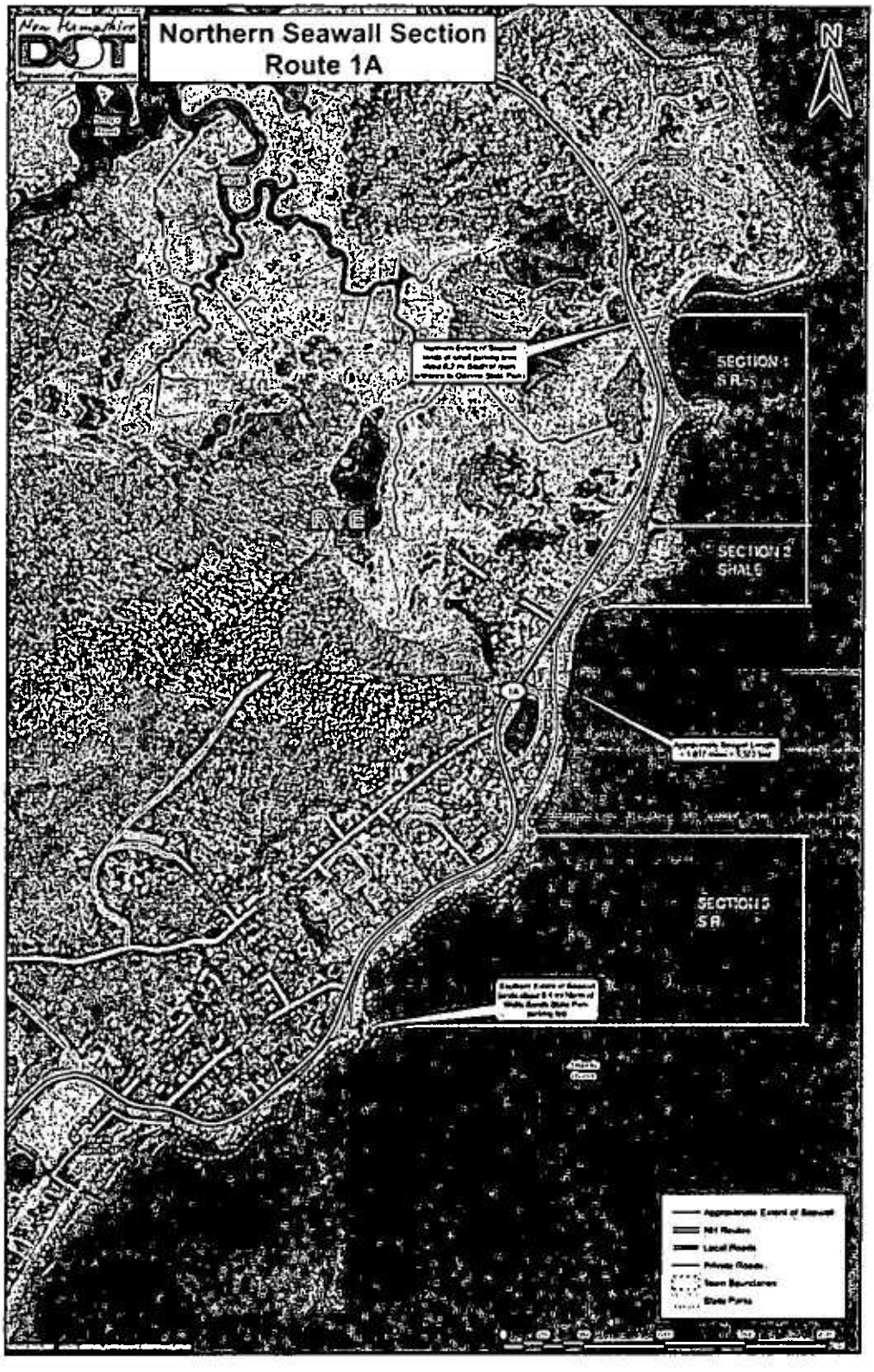
Northern Seawall Section
Route 1A
N
SECTION 1
SRS
SECTION 2
SHALS
SECTION 3
SR

FIGURE 4

The revetment reconstruction is understood to include two variations for each location, one for "in-kind" conditions and one for "mitigation" conditions. "In-kind" conditions are considered as a reconstructed, engineered revetment with exposed core and revetment stone limits to the higher of either 1978 design or existing conditions. "Mitigation" conditions are considered as a reconstructed engineered revetment with stone facing on all sides. NHDOT and FEMA will have established the basis of FEMA funding prior to the commencement of this scope of work. It is also assumed the NHDOT will have determined whether to proceed with in-kind or mitigation improvements (proposed revetment) for each of the revetments for final design, permitting and bid documents.:

- Priority Project 1 ..... Revetment Sections 7, 10, 13
- Priority Project 2 ..... Revetment Section 6
- Priority Project 3 ..... Revetment Sections 4, 5
- Priority Project 4 ..... Revetment Sections 1, 2, 3
- Priority Project 5 ..... MRM Sections 8, 9, 11, 12 and 14

The following detailed work scope is arranged by major activities and major submittals. The work is subdivided into the following major activities :

- Project Management and Administration
- Meetings
- Preliminary Design
    - Traffic
- Environmental
    - NEPA document
- Public Outreach
- Submission of Reports, Plans & Documents
    - Geotechnical Drafting Support
    - Civil Design
- Construction Phase Services

A summary of assumed project plan sheets is provided in Appendix A.

A. PROJECT MANAGEMENT AND ADMINISTRATION

Project initiation and startup – this involves allocating internal resources and roles and developing a project work plan and quality management plan for the project. It also includes efforts to setup project folders and files for information pertaining to the design, management, and accounting aspects of the project.

Internal monthly project reviews – this includes routine monitoring and reporting of project progress and challenges with the Project Manager and HNTB management to ensure HNTB meets its project delivery and performance goals (assume up to 84 including during construction phase)

Invoicing and Monthly Progress Reporting (assume up to 84 including during construction phase)

Correspondence (telephone, email, video-conference calls) with GZA, the DEPARTMENT, subconsultants, and other stakeholders per allocated hours.

Assisting GZA, as directed, to coordinate and direct subconsultants in the deliverables needed by HNTB, including Preservation Company (PC), Independent Archaeological Consulting, Inc. (IAC) and Doucet Survey, LLC (Doucet) per the allocated hours.

B. MEETINGS

Over the course of the project, project team meetings will take place to discuss a variety of project details including resource constraints, cost issues, impacts of alternatives and schedule. These meetings include any combination of members from the GZA Team and the DEPARTMENT, state or federal agency staff, or others as appropriate. The following meetings are anticipated, and the efforts include preparation of agendas, meeting materials/graphics, and subsequent meeting notes: (See Section E for meetings associated with Public Outreach and Section K for meetings associated with Construction Phase Services).

1. Day long internal Kick-off meeting with the GZA Team (up to four (4) IINTB staff to attend) (In person at GZA).
2. Project Kick-off Meeting with the DEPARTMENT and GZA Team (up to three (3) HNTB staff to attend)(In person at NHDOT).
3. Monthly project meetings with GZA and NHDOT (assume up to 84) (up to three (3) HNTB staff to attend)(Virtual).
4. Project meetings with FEMA and the DEPARTMENT (assume total of four (4) meetings for NEPA-related issues) (up to two (2) HNTB staff to attend)(Virtual).
5. Submission comment resolution meetings (three (3) meetings for each construction contract, for five (5) contracts, for a total of 15 meetings) (up to three (3) HNTB staff to attend) (In person at NHDOT).
6. Traffic Control Committee (TCC) meeting (including traffic management plan document and presentations) (assume a total of two (2) meetings) (up to three (3) HNTB staff to attend) (In person at NHDOT).
7. Outstanding issues meeting with the DEPARTMENT, GZA and HNTB staff (one (1) for each construction contract, for five (5) contracts, for a total five (5) meetings) (up to three (3) HNTB staff to attend)(In person at NHDOT).
8. Pre-Advertising meeting with the DEPARTMENT, GZA and HNTB staff (one (1) for each construction contract, for five (5) contracts, for a total five (5)meetings) (up to three (3) HNTB staff to attend)(In person at NHDOT).
9. Meetings with HSEM, FEMA, FHWA, and the DEPARTMENT to review and resolve issues to complete the NEPA process (assume a total of three (3) meetings during preliminary design) (up to three (3) HNTB staff to attend) (Virtual).

10. Estimate Review Committee (ERC) meetings at end of Preliminary Design (one (1) for each construction contract, for five (5) contracts, for a total five (5) meetings) (up to two (2) HNTB staff to attend)(In person at NHDOT).
11. Estimate Review Committee meetings at end of Final Design for each construction contract (one (1) for each construction contract, for five (5) contracts, for a total five (5) meetings) (up to two (2) HNTB staff to attend)(In person at NHDOT).
12. Front Office meetings (one (1) for each construction contract, for five (5) contracts, for a total five (5) meetings) (up to two (2) HNTB staff to attend)(In person at NHDOT).
13. Meeting with North Hampton Departments of Public Works with the DEPARTMENT, GZA and HNTB staff to understand the municipality's concerns for the project. (assume one (1) meeting with up to three (3) HNTB staff to attend)(In person at the Municipalities Offices)
14. Meeting with Rye Departments of Public Works with the DEPARTMENT, GZA and HNTB staff to understand the municipality's concerns for the project. (assume one (1) meeting up to three (3) HNTB staff to attend)(In person at the Municipalities Offices)
15. Bi-Weekly internal design meetings during the design phase stage (Assume 66 months of design)(up to six (6) HNTB staff to attend).
16. Informal consultation with U.S. Fish and Wildlife Service (USFWS) (assume a total of one (1) meeting during preliminary design) (up to two (2) HNTB staff to attend) (Virtual)

C. PRELIMINARY DESIGN

Data Collection

1. Traffic Support

1.1. Existing Conditions Volume Understanding

Limits include Route 1A from North Hampton State Park to Odiorne Point State Park.

Develop traffic volumes based on the DEPARTMENT's Transportation Data Management System and supplemental requested data. These volumes will be used to understand seasonal variation and to set contract restrictions regarding work zone length and seasonal restrictions. Signal phasing and timing for up to two seasonal periods will be developed. This information will be summarized in a memorandum to be reviewed and approved by the DEPARTMENT..

This information will be presented to the DEPARTMENT's Traffic Control Committee to determine criteria that will be utilized to set contract restrictions.

1.2. Assumptions

- Existing traffic data will come from NHDOT's online data base.
- Additional traffic counts, if needed, will be conducted by NHDOT based on direction by HNTB.
- No detours/analysis will be included.
- Memorandum will be approximately 8-10 pages in length and assumes one round of review comments.

- One lane will remain open at all time in the repair zones.
- Volumes will be reviewed for non-summer months to help establish signal phasing and timing to bused for the traffic control layouts.

2. Other Design Efforts

HNTB's scope is provided under Section J – Submissions of Reports, Plans & Documents below.

D. ENVIRONMENTAL

1. NEPA Document

The following tasks will be conducted to develop the NEAP document and appendices.

1.1. Data Collection

Environmental resource data will be collected and will consist of readily available published information and studies, agency consultation, and field investigations and reports prepared by GZA or their subconsultants within the study area. The finding for the following resource topics will be briefly summarized in the NEPA document. The NEPA document is anticipated to include up to 14 figures (GIS based data) to depict the resources identified in the project area. Up to 20 informational tables will be included throughout the text of the NEPA document, where appropriate, to convey the findings of the resource categories described below.

1.1.1. Water Based Resources

- Groundwater: HNTB will coordinate with the NHDES Drinking Water & Groundwater Bureau to determine requirements and recommendations for the protection of drinking water supplies, as well as stormwater conveyance and treatment in the vicinity of drinking water supplies and wellhead protection areas. The findings will be described in the text of the NEPA document and graphically, if appropriate.
- Surface Waters: Current regulatory requirements and restraints associated with water-based resources will be briefly identified and summarized in the NEPA document. Efforts related to drainage/water quality treatment /drinking water or ground water protection assessment are not included in the scope of work.
- Floodplains: A flood zone is associated with the Gulf of Maine. HNTB will prepare a map showing existing FEMA mapped flood zones based upon readily available published data, such as FEMA mapping. If necessary, HNTB will coordinate with the NH Floodplain Manager and FEMA regarding proposed impacts within flood hazard areas (both fluvial and tidal). The results of the coordination will be described in the text of the NEPA document.
- Stream Crossings: Work relative to stream crossings is not included in this scope of work.
- Wetlands: HNTB will overlay the GZA/Doucet provided survey of wetlands, streams and other salient features relative to the development of Wetland Plans (for the

whole project) for the purposes of regulatory permitting. The wetland boundary will be shown on project plans and shown on the permit plan.

1.1.2. Land Based Resources

- Soils: A summary of project soils will be developed based upon readily available published data.
- Public and Conserved Lands: Publicly owned lands, bicycle and pedestrian trails, and privately conserved lands will be identified from existing databases and through coordination with town officials and the LCIP and LCHIP programs. The findings will be described in the text of the NEPA document and graphically, if appropriate.
- Section 4(f) Resources: Section 4(f) resources will be identified from existing databases and Section 106 consultation efforts with NH Division of Historic Resources (NHDHR). The results will be included as text and graphically, if appropriate, in the NEPA document. A separate Section 4(f) document will be prepared, if required, and is further described below.
- Section 6(f) Resources: Section 6(f) resources will be identified from existing databases and coordination with NH Department of Natural and Cultural Resources LWCF program. The finding will be presented in the NEPA document.

1.1.3. Wildlife

- Wildlife and Habitat: HNTB will coordinate with NH Fish & Game on potential presence of wildlife species of concern. If needed, HNTB will identify areas where habitat connectivity could be improved based on field observations, aerial imagery, and data collected in other tasks.
- Fisheries: HNTB will coordinate with NH Fish & Game to obtain input on known fisheries in the project area.
- Essential Fish Habitat: Consultation with National Marine Fisheries will occur to assess the presence/absence of Essential Fish Habitat (EFH) within the project footprint. Due to the potential of in water work in an EFH or EFH tributary, HNTB will complete an EFH Assessment.
- Threatened and Endangered Species: HNTB will utilize existing webtools to request a NH Natural Heritage Bureau (NHB) database review and USFWS Official Species List. The findings will be presented in the NEPA document.
- The presence of potentially suitable habitat and known populations of listed species identified in consultation with the NHB and NH Fish & Game in the vicinity of the project will be determined during a single, one-day field survey. Any listed species identified in the field will be noted on a field map. Results of the field survey, including a description of suitable habitat and the field map, will be summarized in a memo and provided to the DEPARTMENT and appropriate State agencies.
- Should USFWS require an informal consultation for one or more species, HNTB will complete this consultation and associated agency coordination as part of this scope.

Formal consultation and preparation of a Biological Assessment are not included in this scope.

- If there is a wildlife species present according to the NHB, HNTB will develop a Fis 1004 package in consultation with NH Fish & Game.

1.1.4. Cultural Resources (Historic)

Historic/Above Ground Resources: Section 106 consultation will be required to identify historic resources and assess adverse effects. HNTB will provide general assistance and collaboration to PC, such as assistance with the project narrative required for the Request for Project Review (refer to PC's scope of work, enclosed as a separate document).

1.1.5. Cultural Resources (Archaeology)

Archaeological/Below Ground Resources: The archaeological scope of work includes a combined Phase 1A investigation and Phase IB, if needed. HNTB will provide general assistance and collaboration to IAC, such as assistance with the project narrative required for the Request for Project Review (refer to IAC's scope of work, enclosed as a separate document).

1.1.6. Other Topics

- Social and Economic Resources: HNTB will review the corridor, correspond with local and regional planners, and review local and regional plans. The types of economic activity along the corridor and its regional importance will be summarized in general terms. No quantitative analysis of economic activity or tax implications will be undertaken.
- Noise: Due to the reconstruction of an existing structure, a noise inventory or analysis is assumed to not be required.
- Air Quality: Due to the reconstruction of an existing structure, an air quality inventory or analysis is assumed to not be required.
- HNTB will identify known contaminated/hazardous materials sites located within 1,000 ft of the project area and any listed landfill site within 4,000 ft of the project. Review of local, state, and Federal inventories/databases of confirmed and potential hazardous waste/release sites will be conducted, including data contained within the New Hampshire Department of Environmental Services OneStop Database. Field investigations will consist of a windshield survey of the properties identified in the environmental database search. Identification of hazardous materials/release sites will be completed using available records, documents, maps, and aerial photographs. The Federal, state, and local records will be reviewed, evaluated, and compiled in a records search report documenting the environmental database search. The potential for project impacts from hazardous materials/contaminated sites, including the location of contaminated soil and/or groundwater in relation to proposed work for evaluating soil and/or groundwater management to include construction dewatering discharges to groundwater and/or surface waters, will be documented in the

environmental document. HNTB will provide the summary report to the NHDOT Environmental Manager and respond to questions. .

- HNTB will review NH Department of Environmental Services (NHDES) PFAS sampling maps for water quality exceedances within 1,000' of the project. HNTB will assess the potential for encountering PFAS impacted soils and groundwater.
- The findings will be summarized in the NEPA document.
- The RASCAL database will not need to be populated during this phase of the project.
- Construction Impacts: Potential construction impacts will be described in general terms along with the management measures likely to be taken to avoid or minimize impacts.

1.2. Agency Coordination

HNTB will attend up to three (3) natural resource and three (3) cultural agency meetings (assumed to be virtual meetings).

HNTB will send the DEPARTMENT's standard initial contact letter to town officials and applicable local organizations at the start of the NEPA research phase of this project.

1.3. Project Purpose and Need

The Purpose and Need Statement will be developed in consultation with GZA and the DEPARTMENT. Draft and final versions of the Purpose and Need will be developed and provided to the DEPARTMENT for review.

1.4. Environmental Impacts of Reasonable Alternatives

HNTB will identify resource impacts, potential measures to minimize or mitigate impacts, and possible resource enhancements that could be achieved by the two (2) alternatives (the alternatives include the No Build Alternative and one Build Alternative) for each of the 14 segments of the project). The impact assessment will be used to inform the selection of the preferred alternative. Methods and assumptions for evaluating impacts are described below. The finding for the following resource topics will be briefly summarized in the NEPA document.

1.4.1. Land Use

HNTB will identify likely effects on land use along the corridor and will identify potential mitigation actions, if applicable. This will include discussions with planning staff in the impacted municipalities as necessary. A summary of effects, if identified, will be provided in the NEPA document.

1.4.2. Social and Economic Resources

HNTB will discuss potential economic impacts of the project in general terms with local and regional planners and officials. The potential kinds of changes in businesses and economic activity along the corridor and its regional importance will be described in general terms. No quantitative analysis is proposed.

1.4.3. Farmlands

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

1.4.4. Air Quality

Air Quality impacts are not anticipated to occur from this revetment reconstruction project; therefore, an air quality assessment is not included in this scope.

1.4.5. Noise

Noise impacts are not anticipated to occur from this revetment reconstruction project; therefore, a noise assessment is not included in this scope.

1.4.6. Groundwater Resources

Based upon a review of the NHDES OneStop Database, , the project's proximity to each public well in the study area and the extent of the project falling within Wellhead Protection Areas, if any, will be depicted on a figure. Based upon readily available public data, any overlap with municipal wellhead or aquifer protection zoning will be identified. It is assumed no direct impacts to drinking water wells occur and no mitigation measures will be needed.

1.4.7. Surface Water Resources

HNTB will quantify and describe any proposed direct impacts to surface waters. Measures for protecting water quality during construction will be described in general terms.

1.4.8. Chloride Loading

Assessments of chloride (salt) loadings and water quality treatment are not included in this scope of work.

1.4.9. Pollutant Loading (TN, TP & TSS)

Assessments of pollutant loadings and water quality treatment are not included in this scope of work.

1.4.10. Floodplains

HNTB will coordinate with the NH Floodplain Manager, FEMA, and Army Corps to seek concurrence on whether impacts to the tidal floodplain and floodway will occur as a result of this project. Adverse impacts to these resources are not anticipated and technical analyses are not included in this scope.

1.4.11. Wetlands

Proposed impacts to wetlands (or prime wetland buffers) will be described and quantified based on GZA's Coastal Wetland Assessment Report. Impacts will be reported by individual wetland, wetland classifications, and wetland functions.

1.4.12. Wetland Mitigation

Avoidance, minimization, and mitigation measures will be addressed based on GZA's Coastal Wetland Assessment Report. It is assumed that mitigation will not be required; however, if required, mitigation will be in the form of an in-lieu fee.

1.4.13. Wildlife/Vegetation/Fisheries/EFH

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

1.4.14. Threatened or Endangered Species

If requested, HNTB will quantify and describe impacts to the habitat of each threatened or endangered species within the study area and coordinate with the NH Fish & Game and NHNHB on potential impacts to State listed species.

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

1.4.15. Parks/Recreation/Conservation Lands

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

1.4.16. Cultural Resources

1.4.16.1. Area of Potential Effect (APE)

The Area of Potential Effect will be determined in consultation with PC, IAC, the DEPARTMENT's cultural resources staff, FHWA, and NHDHR. HNTB will provide documentation and assistance to PC, IAC, and the DEPARTMENT to support the Section 106 process including the Request for Project Review (RPR), Area of Potential Effect (APE), Impact Summary Tables, Effect Memo and Mitigation only.

1.4.16.2. Historic Resources

Impacts to historic structures or districts that are found to be on or eligible for the National Register of Historic Places will be evaluated by NHDHR, FHWA, and the DEPARTMENT. Following a determination of effect, HNTB will coordinate with the DEPARTMENT, FHWA, and NHDHR on appropriate mitigation, if needed. HNTB

will provide assist PC information on the anticipated project impacts near historic resources.(Refer to PC's scope of work for further details.)

1.4.16.3. *Archaeological Resources*

The proximity to archaeologically sensitive areas or other archaeological resources, and any necessary protection measures, will be described. It is assumed no known archaeological sites will be disturbed. HNTB will provide IAC information on the anticipated project impacts near historic resources. (IAC will present their findings in a report. Refer to IAC's scope of work for further details).

1.4.17. *Hazardous Materials*

A detailed analysis will not be conducted as part of this scope. The scope does include reviewing NHDES's OneStop Database. HNTB will determine if the project will generate excess LRS. HNTB will assess the suitability of reuse and staging areas for LRS and include any temporary and/or permanent stockpile areas and/or permanent areas for LRS reuse within the environmental review for the project.

1.4.18. *Visual Resources*

HNTB will identify visually sensitive areas along the project areas, such as vistas, residential neighborhoods or public parks and recreation areas. The changes in visual appearances in these areas will be described in general terms. The anticipated impacts will be defined in text only, summarized in the NEPA document.

1.4.19. *Environmental Justice*

The DEPARTMENT will complete and provide documentation of the environmental justice analysis for the project area. HNTB will incorporate the findings into the NEPA document and public involvement plan.

1.4.20. *Construction Impacts*

Potential construction impacts and likely mitigation measures will be described in general terms only. These may include short-term changes in traffic patterns, erosion and sediment control; air, noise, and dust pollution; and special measures that may be needed to protect water quality.

1.4.21. *Summary of Impacts*

Impacts will be summarized in narrative form.

1.4.22. *Environmental Commitments*

Environmental commitments based upon agency consultation will be summarized in this section.

1.5. Section 4(f) Evaluation

The project area contains potential Section 4(f) resources, including historic resources and recreational areas. It is anticipated that a Programmatic Section 4(f) Evaluation will be required. The draft and final 4(f) Evaluation will be included as part of the NEPA document but will be

written as a standalone document. Reference to sections within the NEPA document will be provided.

HNTB will prepare the Section 4(f) Evaluation, which is assumed to include the following sections:

- Purpose & Need
- Existing Conditions
- Proposed Action
- Description of 4(f) Properties
- Impacts to 4(f) Properties
- Description of Avoidance Alternatives
- Description of Other Alternatives
- Measures to Minimize Harm/Mitigation
- Coordination and Public Participation

The final Draft Programmatic 4(f) Evaluation will be completed approximately one month prior to the Public Hearing. HNTB will provide a preliminary draft to the DEPARTMENT for distribution to FHWA and FEMA for initial review. After addressing any comments from the DEPARTMENT, FEMA, and FHWA, HNTB will provide six (6) hardcopies and an electronic (PDF) version to the DEPARTMENT for distribution to FEMA and FHWA, consulting parties and stakeholders, and the Department of Interior.

1.6. Section 6(f) Evaluation

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

1.7. Draft Environmental Document

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

HNTB is assumed to develop NEPA document in the form of a CE that will include the following components:

- Project Purpose and Need
- Description of the proposed action
- Alternatives considered
- Resources and environmental effects
- Mitigation measures

- Permit requirements
- Coordination and public participation
- Summary of environmental commitments
- Figures (up to 10) depicting resources within the study area
- Supporting documents and correspondence

It is assumed that a Preliminary Draft CE document will be provided to the DEPARTMENT for review and comment by the DEPARTMENT and FEMA. HNTB will provide the document as an online editable version for use by all commenters for the purposes of having all review comments in one document. Revisions made by HNTB will be done in track changes and provided back to the DEPARTMENT and FEMA for review. Upon agreement of the revisions, HNTB will develop a Draft CE for review by the DEPARTMENT and FEMA. The Draft CE will be completed approximately one month prior to the Public Hearing, or other agreed upon date if a Public Hearing is found to be unnecessary. After the Public Hearing, revisions will be incorporated, if applicable , and a Final CE will be provided to the Department and FEMA for review.

The Preliminary Draft CE, Draft CE and Final CE will be submitted electronically to the DEPARTMENT for review.

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

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

The DEPARTMENT will submit the Final 4(f) Evaluation to FHWA and FEMA for legal sufficiency review. HNTB will assist the DEPARTMENT with addressing any comments that are received and will prepare a revised document.

1.9. Assumptions

- GZA will delineate wetlands and streams, including ordinary high water and top of bank, low-mean water and high-mean water within the project limits to the extent of proposed slope and drainage work, and existing or proposed State right-of-way.
- GZA will prepare a Coastal Wetland Assessment report that includes the following:
    - locations of delineated features;
    - classifications of wetlands present within the wetland project area;
    - brief description of each wetland's hydrology, soils, and vegetation;
    - flagging number system of each delineated feature;
    - photographs of each identified wetland;
    - description of each wetland's functions and values with inclusion of the Wetlands Function-Value Evaluation Form from the Highway Methodology Workbook Supplement; and

- wetland Determination Data Plot Forms

- GZA will prepare and submit the regulatory permit applications to NH Department of Environmental Services (NHDES) and US Army Corps of Engineers (USACE), as applicable. HNTB will provide GZA the support documentation generated during the NEPA process to support the application packages.
- Invasive Species: GZA will identify the locations of NH prohibited invasive plants. The locations will be delineated within project limits in conjunction with other field investigations. Approximate limits of populations will be located with GPS/survey and shown on project plans.
- PC will complete a NHDHR Request for Project Review (RPR) that covers the 14 segments.
- IAC will provide input to the RPR.
- HNTB will initiate consultation with the submittal of a RPR (refer to PC and IAC Scopes of Work).
    - The RPR will be submitted to the DEPARTMENT's Cultural Resources Program for forwarding to FHWA and NHDHR.
- No detailed wildlife field study or EFH assessment will be undertaken.
- No bat acoustic surveys will be conducted.
- No culvert assessments for any culverts 3' diameter and larger will be conducted.
- HNTB will attend up to three (3) monthly natural resource agency meetings and up to three (3) monthly cultural resource agency meetings. HNTB staff attendance will average two (2) individuals. These meetings are assumed to be held virtually.
- HNTB is assuming 10 hours per meeting for meeting time, preparing meeting presentation, and preparing and distributing meeting summary.
- No more than three iterations of the Purpose and Need will be required.
- No wetland mitigation design work will be undertaken under this scope.
- No interpolation of floodplain boundaries will be needed.
- All coordination will be done through emails or phone conversations, unless noted as a separate virtual or in-person meeting.

2. NEPA Document Updates

2.1. Update NEPA Document with ROW impacts detailing both permanent and temporary ROW impacts, if applicable. One round of updates is assumed.

E. PUBLIC OUTREACH

1. Public Outreach Meetings

1.1. Public Officials Meetings

Two (2) Public Officials Meetings (POM) will be held (in addition to the Public Hearing included below) to involve elected officials, the public and other interested parties (including identified Consulting Parties) in the project development process.

1.2. Public Informational Meetings

One (1) Public Informational Meeting (PIM) will be held to inform the general public that will be advertised to include both the Town of North Hampton and the Town of Rye. This PIM would treat the project as one complete project and the public from both municipalities would be invited. During the PIM a presentation will be given. Project graphics will also be displayed for public viewing before and after the meeting in an open house style format.

1.3. Project Fact Sheets

HNTB will prepare and update 2 Project Fact Sheets, that cover the five project locations, throughout the duration of the project. The Project Fact Sheets will detail key project details, key milestones, project objectives and other salient details of the project and list opportunities for public outreach.

1.4. Public Hearing

One formal Public Hearing is assumed to be held at the end of Part B to obtain public comments on the proposed preferred alternative. A presentation will be provided and graphics will be displayed for public viewing before and after the meeting. HNTB will prepare all graphics and meeting materials, with support by GZA. HNTB and GZA will also assist the DEPARTMENT after the hearing in addressing comments submitted at the hearing.

1.5. Assumptions

- Two (2) POM meetings will be held, one in North Hampton and one in Rye.
- HNTB attendance at each POM will average two (2) representatives. HNTB will create and present the presentation at each POM.
- HNTB will secure each POM location. Also, no special audio-video equipment (other than conventional projector/computer equipment required for technical presentations) will be required for the POM. If other equipment is needed, the DEPARTMENT will provide it.
- HNTB will prepare graphic presentations, and displays for each POM, with support from GZA.
- HNTB will prepare meeting summary.
- One (1) PIM meeting will be held to include both the Town of North Hampton and the Town of Rye.

- HNTB attendance at the PIM includes three (3) representatives. HNTB will develop the presentation for PIM with assistance from GZA.
- HNTB will secure the PIM location. Also, no special audio-video equipment (other than conventional projector/computer equipment required for technical presentations) will be required for the PIM. If other equipment is needed, the DEPARTMENT will provide it.
- HNTB will prepare project fact sheets, graphic presentations, and displays for the PIM, with support by GZA.
- HNTB will prepare meeting summary.
- The DEPARTMENT will prepare a letter to abutters prior to each PIM and notify the applicable resource agencies.
- HNTB will create Project Fact Sheets for inclusion with the notification to the abutters, if desired by the DEPARTMENT.
- Up to two (2) rounds of revisions for each Project Fact Sheet is included.
- The Project Fact Sheets will be color and limited to one (1) double-sided page.
- The DEPARTMENT will print hard copies for distribution.
- The DEPARTMENT will prepare the Report of the Commissioner after completion of the Public Hearing.
- Public facilities are assumed to be available to hold the Public Hearing. HNTB will secure the meeting location. Also, no special audio-video equipment (other than conventional projector/computer equipment required for technical presentations) will be required for the Public Hearing. If other equipment is needed, it will be provided by the DEPARTMENT.
- There is no project-specific website and publicly available information will be posted by the Department on their website on the Project Information page.

F. GEOTECHNICAL

HNTB has no efforts under this section of the scope.

G. FINAL DESIGN

HNTB's scope is provided under *Section J – Submissions of Reports, Plans & Documents* below.

H. UTILITIES

HNTB has no efforts under this section of the scope.

I. RIGHT-OF-WAY (ROW)

HNTB's scope is provided under *Section J – Submissions of Reports, Plans & Documents* below.

I. Submissions of Reports, Plans & Documents

GZA will be the designer of record for revetment design efforts and HNTB will be the designer of record for the civil design efforts. HNTB's role will also include the development of the supporting drawings associated with revetment design based on design information provided by GZA

The civil design will be based on AASHTO's Geometric Design of Highways and Streets (latest accepted version by the DEPARTMENT), FHWA's MUTCD (latest accepted version by the DEPARTMENT), and the DEPARTMENT's Standard Specifications (2016) and Standard Plans for Road and Bridge Construction (2010).

The civil efforts will be limited to the minor drainage pipe replacements, earthwork quantities and the development of traffic control for the revetment repairs.

1. **Pre-Hearing Submission**

1.1. Design Report

Civil Design

A colored roll plan will be developed showing preliminary slope lines, preliminary Right-Of-Way (ROW) needs (if any), and drainage improvements (if any).

HNTB will provide GZA the civil related information (ex. alignment information and preliminary traffic control approach) in support of the preparation of the Draft Design Report summarizing our evaluations, design decisions, and engineering detail.

1.2. Typical Sections & Critical Cross Sections

Geotechnical Drafting Support

Colored typical sections and critical cross sections will be developed providing sufficient detail to demonstrate the proposed roadway and proposed revetment repairs.

1.3. Hearing Plan

Civil Design

A colored roll plan will be developed showing preliminary slope lines, preliminary Right-Of-Way (ROW) needs (if any), and drainage improvements (if any).

1.4. Assumptions

Geotechnical Drafting Support

- Each revetment location will include three (3) sets of two (2) typical sections to depict existing conditions and proposed revetment. Two (2) typical sections per page, one existing conditions and proposed revetment. (9 pages total)
- Two (2) critical cross sections will be cut per revetment section. (28 critical sections total (14 pages total))
- No revetment profiles are required at this design stage.
- One (1) round of comments is assumed to be provided by GZA.

Civil Design

- The ROW information with be provided by NHDOT.
- No roadway profiles are required.
- No roadway specific cross sections are required.
- Civil work will be limited to simple drainage pipe replacements.
- Hearing roll plan will be 50 Scale and will follow NHDOT hearing color legend.
- Slope lines will be based on preliminary revetment design provided by GZA.

Combined

- One (1) round of comments is assumed to be provided by the DEPARTMENT for each submission.

2. Line & Grade & S&D Submission (up to 60% plans)

2.1. Project Startup

Civil Design

Review of existing survey, CADD, and as-built files from NHDOT (NHDOT will provide all survey/ground models to the GZA Team)

2.2. Field visit

Civil Design

Two (2) team members from HNTB will complete a site visit to make visual observations and understand existing conditions. Photographs and field notes will be collected.

2.3. Design Report

Civil Design

HNTB will provide GZA the civil related information (ex. Alignment information) in support of the preparation of the Design Report which summarizes relevant design elements of the project related to the revetment reconstruction.

2.4. Front Sheet

Geotechnical Drafting Support

A front sheet depicting the project information and locus map will be developed to encompass all the revetment and MRM locations.

2.5. Typical Sections

Geotechnical Drafting Support

Typical sections will be developed for each of the nine (9) revetment locations and the five (5) MRM locations. The typical sections will be developed based on the design information provided by GZA.

2.6. General Plans

Geotechnical Drafting Support

General plans will be developed for the 14 revetment and MRM locations shown above.

Civil Design

General plans will be developed for the revetment work and the limited drainage improvements will be shown on the same general plans for the revetment.

2.7. Drainage

Civil Design

Drainage improvements will be limited to replacement of existing pipes in kind without the need for supporting hydraulic calculations. Drainage notes will be developed, and labels will be shown on the General plans.

2.8. MRM Repair Elevation View Plans

Geotechnical Drafting Support

Elevation views showing the three (3) sides of the MRM walls (roadside, top, oceanside) and repair and/or reconstruction locations will be developed for the five (5) MRM locations noted above.

As part of this effort, details will be developed depicting the proposed repairs and full reconstruction.

2.9. Profiles

Geotechnical Drafting Support

Profiles will be developed for the 14 revetment and MRM locations noted above, as well as for the NHDOT-defined, pedestrian walking paths (assumed 10) up the revetment sides , excluding any existing sidewalks or paths along the revetment areas.

2.10. Cross Sections

Geotechnical Drafting Support

Cross sections will be cut every 100 ft for the revetment and MRM repairs and sheeted on the DEPARTMENT's standard cross section sheets.

Civil Design

Cross sections will be cut at each culvert that is being replaced "in-kind" as noted above in section 2.7 drainage.

2.11. Special Details

Geotechnical Drafting Support

Up to four (4) special detail sheets needed for the construction of the revetment and MRM repairs will be developed. These special details will be used to show how to treat the pedestrian pathways along the revetment, beach access, and other non-standard features.

2.12. Utility conflict Identification

Civil Design

HNTB will provide the DEPARTMENT with an existing detail plan to be used in the DEPARTMENT's Design Services Utility Section coordination with the utility companies.

HNTB will also provide a table of potential utility conflicts with the proposed revetment to help in the coordination.

See Section J.5 - Utility plans.

2.13. Traffic Control Plans, Typical Sections, and Narrative

Civil Design

Preliminary traffic control plans will be developed on roll plans or cut sheets, providing sufficient detail to allow for determination of needs based on the following assumptions:

Construction will be completed with these general principles maintained:

- One lane of traffic must remain open at all times.
- No detours will be required.
- Separate traffic control plans may be necessary for each revetment grouped section.

Traffic control typical sections will be developed for each proposed layout in stick figure format depicting lane/shoulder/work zone widths, necessary notes, and item references.

Traffic control narrative will be developed detailing the phases (if needed) and steps outlining the construction and traffic activities. The narrative will be included as a plan sheet prior to the traffic control plans.

2.14. Recreational Impact Management

Civil Design

As part of the development of the traffic control plans, access to the recreational areas along the project corridor will be evaluated for potential impacts. If access is impacted, special plans and/or details will be developed to ensure that the areas remain open to the public.

As part of this effort, additional details or notes will be developed to ensure that the general public is unable to enter the active work zones.

2.15. Quantities & Estimate

Combined

Quantity take-offs will be developed for the traffic control, drainage, and revetment earthwork and repair items. The revetment earthwork and repair areas will be provided to GZA for confirmation. An estimate will be developed based on these items with an appropriate submission level contingency and will be provided to GZA to be incorporated into a combined project estimate.

The estimate will provide an order of magnitude cost for the project to be refined as the design progresses.

2.16. Assumptions

Geotechnical Drafting Support

- Three (3) typical sections will be developed for each of the nine (9) revetment locations depicting the proposed repairs for each location. There will be an average of two (2) typical sections per page.(14 pages total)
- A cross section will be cut at every 100 ft along the nine (9) revetment locations.
- A cross section will be cut at every 100 ft along the five (5) MRM locations .
- Cross sections at the Line & Grade & S&D submission will be top line only, to help identifying the overall footprint of impact. The cross sections will not include details of the thickness and type of revetment material at the Line & Grade & S&D stage.
- Additional sections will be required at critical locations, such as, beach entrances or control points for each revetment design (assume four critical sections per repair section, (56 additional critical sections).
- An average of two (2) cross section stations will fit on one page. The cross section sheet will be divided to display the "Existing Condition" and the "Proposed Revetment" sections for each station side by side.
- The five (5) MRM locations will be shown graphically in the plans and will not depict actual survey of each stone.
- Each of the five (5) MRM locations will have its own roadside, top, and oceanside elevation views identifying repair and/or reconstruction areas. Two (2) sheets for of five (5) MRM locations (10 pages total).
- The MRM details will include typical repairs for each MRM section and/or details for full reconstruction. One (1) sheet for each of five (5) MRM locations (5 pages total).
- One (1) round of comments is assumed to be provided by the GZA for each submission.

Civil Design

- There are no roadway improvements as part of this project.
- No roadway profiles are required.
- No roadway cross sections are required.
- Civil work will be limited to simple drainage pipe replacements.
- No hydraulics calculations will be required for any drainage pipe replacements.
- No drainage report will be required for any drainage improvements proposed for this project.
- Separate cross sections will be cut for the drainage pipe replacements. (10 pipe replacements assumed, 2 sections per page, 5 extra sections)
- Separate drainage plans will not be developed.
- No Signing modification are required and therefore not included.
- Traffic control plans will be broken into 5 grouped sections.

Combined

- One (1) round of comments is assumed to be provided by the DEPARTMENT for each submission.

3. Right-of-Way Impact Plans

A ROW plan submission will be provided to the DEPARTMENT subsequent to the incorporation of comments on the S&D plans.

3.1. Preliminary ROW Plan

Civil Design

HNTB will prepare ROW impact plans based on design information provided by others.

3.2. Final ROW Plan

Civil Design

HNTB will address all review comments from the DEPARTMENT.

3.3. Assumptions

Civil Design

- ROW property lines & owner information will be provided by the DEPARTMENT.
- Two (2) round of comments is assumed to be provided by the DEPARTMENT

4. Wetland Impact Plans

A wetland plan submission will be provided to the DEPARTMENT subsequent to the incorporation of comments on the S&D plans.

4.1. Preliminary Wetland Impact Plans

Civil Design

HNTB will prepare Wetland Impact plans based on design information provided by GZA and others.

4.2. Final Wetland Impact Plans

Civil Design

HNTB will address all review comments from the DEPARTMENT.

4.3. Assumptions

Civil Design

- Wetland boundaries, labels, and significance will be provided by others.
- One (1) round of comments is assumed to be provided by the DEPARTMENT for each submission.

5. Utility Plans

A utility plan submission will be provided to the DEPARTMENT subsequent to the incorporation of comments on the S&D plans. Preliminary Utility Plans

Civil Design

HNTB will incorporate any proposed utility modifications, provided by others, into the General Plans. Separate utility plans are not anticipated.

5.1. Final Utility Plans

Civil Design

HNTB will address all review comments from the DEPARTMENT.

5.2. Assumptions

Civil Design

- Utility modifications will be provided by the utility companies through the DEPARTMENT.
  One (1) round of comments is assumed to be provided by the DEPARTMENT for each submission.

6. **Preliminary PS&E Submission (80%-85%)**

6.1. Design Report

Civil Design

HNTB will provide updates to its relevant sections of the Design Report based on any design or decision changes since the previous submission.

6.2. Typical Sections

Geotechnical Drafting Support

The typical sections will be refined based on the DEPARTMENT's review comments.

6.3. Plans, Profiles, and Cross Sections

Geotechnical Drafting Support

The general plans, MRM elevation views, and profiles will be refined based on the DEPARTMENT's review comments.

The cross sections will be refined based on the DEPARTMENT's review comments. Additional detail will be added to the sections commensurate with the level of plans submission.

Civil Design

The general plans and cross sections for the limited drainage improvements will be refined based on the DEPARTMENT's review comments.

6.4. Drainage

Civil Design

The drainage improvements will be refined based on the DEPARTMENT's review comments.

6.5. Special Details

Geotechnical Drafting Support

The details will be refined based on the DEPARTMENT's review comments. Additional detail will be added to the sections commensurate with the level of plans submission.

6.6. Traffic Control Plans, Typical Sections, and Narrative

Civil Design

The traffic control plans, typical sections and narrative will be refined based on the DEPARTMENT's review comments.

6.7. Recreational Impact Management

Civil Design

The plans, details and notes required for managing traffic in the recreational areas will be refined based on the DEPARTMENT's review comments.

6.8. Quantities & Estimate

Combined

The quantity take-offs and estimate will be refined based on the DEPARTMENT's review comments.

6.9. Assumptions

Geotechnical Drafting Support

- No additional cross sections will be required.
- Cross sections at the Preliminary PS&E submission will be updated to include details of the thickness and type of revetment materials.

Civil Design

- Only one (1) round of comments will be provided on any drainage improvements.

Combined

- One (1) round of comments is assumed to be provided by the DEPARTMENT for each submission.

7. Combine PS&E / Contract/Mylars Submission (95%/100%)

7.1. Design Report

Civil Design

HNTB will provide updates to its relevant section of the Design Report based on any design or decision changes since the previous submission.

7.2. Refine Typical Sections

Geotechnical Drafting Support

The typical sections will be refined based on the DEPARTMENT's review comments.

7.3. Refine Plans, Profiles, and Cross Sections

Geotechnical Drafting Support

The general plans, MRM elevation views, and profiles will be refined based on the DEPARTMENT's review comments.

The cross sections will be refined based on the DEPARTMENT's review comments. Additional detail will be added to the sections commensurate with the level of plans submission.

Civil Design

The general plans and cross sections for the limited drainage improvements will be refined based on the DEPARTMENT's review comments.

7.4. Drainage

Civil Design

The drainage improvements will be refined based on the DEPARTMENT's review comments.

7.5. Refine Special Details

Geotechnical Drafting Support

The details will be refined based on the DEPARTMENT's review comments. Additional detail will be added to the sections commensurate with the level of plans submission.

7.6. Traffic Control Plans, Typical Sections, and Narrative

Civil Design

The traffic control plans, typical sections and narrative will be refined based on the DEPARTMENT's review comments.

7.7. Recreational Impact Management

Civil Design

7.8. The plans, details and notes required for managing traffic in the recreational areas will be refined based on the DEPARTMENT's review comments.Quantities & Estimate

Combined

The quantity take-offs and estimate will be refined based on the DEPARTMENT's review comments.

7.9. Assumptions

Geotechnical Drafting Support

- No additional cross sections will be required.

Civil Design

- Only one (1) round of comments will be provided on any drainage improvements.

Combined

- One (1) round of comments is assumed to be provided by the DEPARTMENT for each submission.

K. Construction Services

HNTB shall provide the following services:

- Prepare for and attend Pre-Construction meetings. One (1) meeting for each construction contract, for five (5) contracts, for a total of 5 meetings (up to three (3) HNTB staff to attend)(In person at NHDOT).

HNTB shall also provide the following services on a "Task Order" format based on approval from NHDOT for each individual request as the construction services lump sum budget allows:

- Response to questions during construction from the DEPARTMENT that may include Contractor requests for information (RFI).
- Shop Drawing Review of any civil component.
-

The hours for each RFI and Shop Drawing review will be developed for each individual effort at the request of the DEPARTMENT. HNTB will work with the DEPARTMENT to establish the appropriate compensation to address each request.

DELIVERABLES & COMPENSATION

Deliverables will include the following in MS Word or PDF format.:

- NEPA CE
  - Preliminary Draft
  - Draft
  - Preliminary Final
  - Final
- Programmatic Section 4(f) Evaluation
  - Preliminary Draft
  - Draft
  - Preliminary Final
  - Final
- Presentation PowerPoint & Plan
  - Public Officials Meeting (draft and final),
  - Public Information Meeting (draft and final)
  - Public Hearing (draft and final)
- Public Fact Sheets (2)
- Pre-Hearing Submission
  - Plans (Hearing Roll Plans, Typical Section, Critical Cross Sections)
  - Design Report
- Line & Grade and S&D (Combined) Submission
  - Plans (General Plans, Typical Section, Profile, Critical Cross Sections) (Roll Plan Format)
  - Estimate
  - Design Report
- PPS&E, and PS&E Submissions
  - Plans (General Plans, Typical Section, Profile, Cross Sections, traffic Control Plans)(Cut Sheet Format)
  - Estimate
  - Traffic Memo
  - Design Report

Compensation for this Scope of Work will follow a Cost-Plus-Fixed-Fee format.

SCHEDULE

A project schedule will be developed and mutually agreed upon between the DEPARTMENT and the GZA Team following contract execution and Notice-to-Proceed. The GZA Team will work with DEPARTMENT to establish a realistic schedule to ensure the project is advanced without delays to meet the target advertisement dates.

GENERAL ASSUMPTIONS

1. The DEPARTMENT will provide GZA current unit prices for all standard items.
2. Any additional survey updates will be completed by the GZA Team, who will update the overall base map file provided by the DEPARTMENT.
3. No detours/analysis will be included.

HNTB ARCHITECTS ENGINEERS PLANNERS
6 Loudon Road, Suite 306, Concord, NH 03301 (603) 931-3340

NORTH HAMPTON – RYE 42312
NH 1A REVETMENT RECONSTRUCTION

July 19, 2024

APPENDIX A - PRELIMINARY DRAWING LIST

Hearing Plans		
Description	**No. of Sheets**	**Comments**
Color Roll Plan	8	Plan 1" = 50' , Max length 8 ft Based on proximity of sections, they will be grouped as 1&2; 3; 4&5&6; 7&8; 9; 10&11; 12&13; and 14
Typical Sections	7	Preliminary Typical Sections with limited detail
Critical Cross Sections	14	2 Critical Cross Section per repair sections. Section at 1:10 scale; 2 "In-Kind" and 2 "Improvement" sections per sheet; "In-Kind" and "Improvement" sections will be side by side

Total # of Hearing Plan Set Sheets = 29

General Plan Set		
Description	**No. of Sheets**	**Comments**
Front Sheet	5	1 for each construction contract plan set
Index of Sheets and General Notes	5	1 for each construction contract plan set
Standard Symbols	2	
Typical Sections	27	2 typical sections per sheet. 1 in-kind and 1 improvement per sheet. 3 sets of 2 per revetment location
Summary of Quantities	20	4 for each construction contract plan set
Special details	4	Beach access details, pedestrian pathways, etc.
Geotechnical Borings	0	
Key Plan	2	
General Plan	37	Plans at 1" = 20' (550' / sheet); Plans covering the 14 revetment/MRM locations; No plans coverage in the gaps between revetment areas. Include 2extra sheets for unique sheet layouts/curves.

General Plan Set		
Description	**No. of Sheets**	**Comments**
MRM Repair Elevation Views	10	Plans at 1" = 20' (550' / sheet); Each sheet will include roadside, view, top view, and oceanside view. Average two (2) sheets for of five (5) MRM locations.
MRM Wall Repair/Reconstruct Details	5	1 Per MRM section.
Profiles	35	Only for Revetment and adjacent pedestrian paths. Assumed 6 sheets for path profiles
Drainage Notes	1	
Curbing, Barrier and Pavement Layout	0	
Pavement Marking and Signing	37	Potential combine with General Plans
Construction Sign Text Layouts	2	
Sign Text Layout Sheets	0	No Sign replacement included in scope
BMP Detail	1	Will be the same sheet for all 5 construction contracts.
Traffic Control Narrative	1	
Traffic Control	32	2 sheets needed at either end of each grouped sections (8 Grouped sections)
Cross Sections	141	Section every 100'; 4 critical sections per zone; Section at 1:10 scale; 2 "In-Kind" and 2 "Improvement" sections per sheet; "In-Kind" and "Improvement" sections will be side by side

Total # of General Plan Set Sheets = 367

ROW Plan Set		
Description	**No. of Sheets**	**Comments**
Title Sheet	1	
Standard Symbols		Use sheets from full General Plan Set
ROW Summary Table	2	
Property Layout	5	1":200'
ROW Plans	19	1":50'

Total # of ROW Plan Set Sheets = 27

Utility Plan Set		
Description	**No. of Sheets**	**Comments**
Title Sheet	1	
Index of Sheets and General Notes		Use sheets from full General Plan Set
Standard Symbols		Use sheets from full General Plan Set
Typical Sections		Use sheets from full General Plan Set
Key Plan		Use sheets from full General Plan Set
General Plan		Use sheets from full General Plan Set
Traffic Control		Use sheets from full General Plan Set
Cross Sections		Use sheets from full General Plan Set

Total # of Utility Plan Set Sheets = 1

Wetland Plan Set		
Description	**No. of Sheets**	**Comments**
Title Sheet	1	
Standard Symbols		Use sheets from full General Plan Set
Erosion Control Strategy Narrative	1	
Construction Sequencing Narrative	1	
Wetland Impact Summary	1	
Key Plan	2	
Wetland Impact Plans (w/Contours)	37	Using sheet count of General Plans
Erosion Control Plans (w/Contours)	37	Using sheet count of General Plans

Total # of Wetland Plan Set Sheets = 80

Total Sheet Count = 504

APPENDIX C
PRESERVATION COMPANY SCOPE OF WORK
AND
INDEPENDENT ARCHAEOLOGICAL CONSULTING, LLC SCOPES OF WORK

PRESERVATION COMPANY

17 January 2023

Jennifer Zorn – via email: jzorn@HNTB.com
HNTB Corporation
6 Loudon Road, Suite 306
Concord, NH 03301
603.931.3345

RE: *North Hampton-Rye Revetment Wall Reconstruction, DOT #42312*

Dear Jennifer:

I'm attaching our updated scope for the Route 1A seawall project. We have made our assumptions based on a worst-case scenario, including the completion of an Architectural Survey Plan, individual survey, effects evaluations, mitigation, and meetings. Please let me know if you have any other comments or additions.

Thank you!

Respectfully submitted,

Reagan Ruedig

Reagan Ruedig
c: 603-502-9247
rruedig@preservationcompany.com

Preservation Company
5 Hobbs Road
Kensington, NH 03833
603-502-9247

www.PreservationCompany.com

Project Understanding

NHDOT has contracted GZA Engineering to develop a final design for the reconstruction of revetment walls along Route 1A in Rye and North Hampton (NHDOT 42312). This project includes a length of 7.4 miles from just south of Odiorne Point in Rye to approximately the intersection with Sea Road in North Hampton. Many of the walls were constructed in 1979 (some may be older), and the intent is to return the walls to their original size. Sections of the walls have been prioritized for reconstruction, and roadway improvements are assumed to coincide with the reconstruction. Several "improved" alternatives will be developed, and the Area of Potential Effect (APE) is still to be determined.

The project appears to be confined to the existing footprint of the revetment walls, and very few other built resources (buildings, bridges, or other structures) will be directly impacted. However, as the design is developed, roadway improvements may directly impact potentially historic structures. The reconstruction of the walls may have an indirect, visual impact on historic resources. A review of the historic development of the area and an understanding of the existing structures that date to 1975 or earlier[1] is the first necessary step in the environmental analyses for historic resources.

The stone revetment walls are the main structure to be affected by the project. The history of each section of wall will be researched, but it is understood that the majority of the walls date to 1979 under an emergency campaign to add greater protection to the coastline from major storms.

The project generally avoids areas with buildings on the east side of Route 1A, between the road and the shore. However, within the southernmost section in North Hampton, the project overlaps with a row of fish houses at the intersection with Sea Road and the Little River. This row of historic buildings falls within the Little Boar's Head Historic District, which was added to the National Register of Historic Places in 1999.

[1] NHDOT generally uses 2-3 years to the 50-year cutoff date to allow for time in design development phase.

Purple line shows proposed area of work within the Little Boar's Head District in North Hampton, with historic fish houses (yellow arrow) on the south side of Ocean Blvd abutting the project area.

Otherwise, the amount of historic survey anticipated depends on the project plans as well as construction impacts. NHDHR may require an Architectural Survey Plan, which is intended to give an understanding of how a project might affect a large area and the potentially historic resources within it. This document will recommend historic resources survey based on this understanding. Preservation Company assumes that individual survey forms will be required, as well as a few updates to previously surveyed properties. Effects Evaluations will later be necessary to assess the effect of the project on any resource that is listed to or eligible for the National Register. If any of these effects are determined to be adverse, then the engineers and NHDOT will negotiate with NHDHR to reach an agreement for mitigation.

Scope Of Work

Preservation Company will work with GZA and HNTB to fulfill the requirements for historic resources review as part of the Environmental Assessment. All work will be done according to NHDHR guidelines for Section 106 review. Our scope of work assumes a scenario in which a high number of historic resources will be impacted and potentially affected by the project. The scope of work includes:

- Assistance with developing the Area of Potential Effects (APE). The APE is usually determined by the engineers in coordination with NHDOT, and Preservation Company will assist the engineers in developing a rationale for the APE boundaries.
- Compilation of a report to accompany the Request for Project Review (RPR). This report will include an overview of the history of the area, a file search of previously surveyed resources within the project area via NHDHR's online EMMIT system, a list of resources

within the project area that are 50 years or older, and photographs of each of those resources. Preservation Company will work with IAC to include data and review of potential archaeologically sensitive areas to include with the RPR. Preservation Company will coordinate with HNTB to ensure all project information is presented clearly with the RPR form.

- Completion of historic resources survey as directed by NHDHR. Preservation Company assumes the completion of an Architectural Survey Plan for the project area, which gives an overview of the historic contexts of the area and the potentially historic resources within it.
- Completion of further survey recommendations by NHDHR, which will include specific survey requirements for individual and/or historic district forms. Several previously surveyed resources may need updates as well. Preservation Company assumes fifteen (15) individual survey forms and four (4) updates to individual survey forms. We also assume a review of the areas in the Little Boar's Head NR District that may need to be reviewed for integrity or individual eligibility.
- Completion of Effects Evaluations, which will be necessary for the Little Boar's Head National Register District as well as any other resources or districts found eligible that will be affected by the project. We will coordinate with GZA for project understanding for these evaluation forms. Preservation Company assumes the completion of four (4) Effects Evaluations.
- Attendance at team and Cultural Resource Agency meetings throughout the project. Preservation Company assumes three (3) virtual team meetings with GZA and three (3) virtual CRACM meetings.
- Consultation during mitigation negotiations and completion of mitigation set in a Memorandum of Agreement. Preservation Company assumes the design and installation of an interpretive panel or similar.

Scope of Work
Phase IA Archaeological Sensitivity Assessment &
Phase IB Intensive Archaeological Investigation
Revetment Reconstruction (NH 1A)
North Hampton-Rye 42312
North Hampton and Rye (Rockingham County), New Hampshire

Prepared by: Jacob Tumelaire, MA, RPA
Independent Archaeological Consulting, LLC
July 10, 2023

Independent Archaeological Consulting, LLC (IAC) proposes to conduct a Phase IA archaeological sensitivity assessment for the New Hampshire Rte. 1A Revetment Reconstruction Project (North Hampton-Rye 42312), located in North Hampton and Rye (Rockingham County), New Hampshire. Should the Phase IA assessment result in a recommendation of additional archaeological survey for portions of the project area, IAC will also conduct a Phase IB intensive archaeological investigation to establish the presence or absence of Pre-Contact or Post-Contact archaeological resources within the survey limits. The project begins in North Hampton on Route 1A approximately 1,300 ft (400 m) north of Route 111 (Atlantic Avenue) and extends north 7.4 mi (12 km) to a point approximately 100 ft (31 m) south of the Odiorne Point State Park Entrance in Rye. Proposed impacts include improvements to portions of the existing stone revetment sea wall along Rte. 1A within the area described above.

The Phase IA archaeological sensitivity assessment provides the first opportunity for an archaeologist to review project effects in relation to a specific location and use their expertise in the culture history of New Hampshire to understand the range of resources that may be present – but not visible – within a project area. The objective of the Phase IA assessment is to provide NHDOT with an evaluation of whether archaeological resources are ***known*** to be present, or are ***likely*** to be present (i. e., portions of the project are "sensitive" for archaeological resources) within an area of potential effect (APE).

IAC's scope for the Phase IA assessment includes the following components and satisfies the requirements of compliance with Section 106 of the National Historic Preservation Act, as well as the Archaeological Standards and Guidelines maintained by NHDHR:

- Aid in establishing project APE
- Conduct a site file search via the New Hampshire Division of Historical Resources (NHDHR) online database EMMIT to identify any known archaeological sites within 5.0 km (3.1 mi) of the project area, especially along nearby waterways
- Provide data on proximal archaeological resources for NHDHR Request for Project Review (RPR) submission
- Review soil maps, Lidar images, surficial geology data, USGS topographic quadrangles and other sources to articulate the potential resources – water, well drained soil for camp sites or agriculture, lithic sources for tools, or clay for pottery or bricks – present in or near the project area
- Assess whether the project area meets the criteria for Pre-Contact Native American or Post-Contact Euroamerican occupation or utilization, as well as the likely site types (e. g., campground, hunting station, lithic workshop, homestead, mill site)
- Perform a site inspection to view existing conditions of the project area, identify obvious disturbances or features (such as cellarholes, stone foundations, wells, or

surface artifact scatters), and refine the initial desktop assessment based on real-world ground conditions
- Draft a technical report to summarize the assessment results and provide recommendations about further archaeological survey (if needed)
- Participate in three virtual GZA Team meetings
- Participate in two virtual cultural resource meetings
- Determine the need for construction-phase archaeological monitoring and draft a monitoring plan if needed

Due to the project location in a resource-rich coastal environment occupied by both Native American and early Euroamerican peoples, portions of the project area may be sensitive for Pre-Contact and/or Post-Contact archaeological resources. The limited project impacts and degree of disturbance from construction and maintenance of the extant revetment wall, however, likely reduced or eliminated any potential for informative archaeological deposits within portions of the APE. The Phase IA report will provide archaeological sensitivity data for the full APE extent and NHDHR has provided consultants with the option of filing a short-form report if ***all*** parts of the project area are assessed with no archaeological sensitivity (i. e., no potential for archaeological resources). If portions of a project area are assessed as archaeologically sensitive, then the archaeologist must file a full Phase IA report with supporting documentation of the positive results.

If portions of the project area are found to be sensitive for Pre-Contact or Post-Contact archaeological resources and the proposed work will impact sensitive locations, archaeologists will conduct a Phase IB intensive archaeological investigation to determine the presence or absence of archaeological resources. If resources are confirmed to be absent, the project can move forward where the Phase IB study has resulted in findings of no archaeological resources. Cursory background research, including a historic map review and analysis of soil maps, suggests portions of the project area are sensitive for both Pre-Contact Native American and Post-Contact Euroamerican archaeological resources, and the mitigating factor will be the degree of previous disturbance from construction and maintenance of the existing revetment wall.

Archaeologists confirm the presence or absence of archaeological resources through the hand excavation of shovel test pits, each measuring 0.5 m by 0.5 m (1.8 ft by 1.8 ft), with all soils screened through ¼" mesh for the retrieval of artifacts. Shovel test pits (STPs) are placed at 8.0-m (26-ft) intervals along transects, typically aligned at the edge of terraces above the nearest water body, whether this be a river, stream, wetland, lake or seashore. IAC will generate a maximum-effort estimate for the Phase IB survey once the design progresses sufficiently to provide data on the location and scope of ground-disturbing impacts for the project. If artifacts are recovered, these are brought to IAC's laboratory in Dover for processing, which includes washing, identifying, and quantifying, and entering all results into an Access® database. Labwork continues with the creation of computer-generated site plans, the analysis of soil profiles and the distribution of artifacts among testholes among other tasks.

If no archaeological resources are found at the Phase IB level, IAC will prepare a short-form report and recommend no further archaeological survey. If the Phase IB investigation demonstrates the presence of resources in the project area, IAC will provide recommendations about whether further (Phase II) archaeological survey is advised. If a site is discovered, the scope includes the preparation of a site form to be submitted to NHDHR. As per NHDHR's 2020 Archaeological Curation Guidelines, the proposal includes a fee of $350 per artifact box (per cubic foot) for long-term curation. IAC will prepare the artifact collections and required paperwork for transfer to NHDHR per the 2020 guidelines. All reports will be submitted to NHDHR on archival-quality paper and will be accompanied with a bibliography form.

Attachment 1

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

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

GZA GeoEnvironmental, Inc.
(Company)

By: _____

Associate Principal/Vice President
(Title)

Date: August 22, 2024

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

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

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

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

Attachment 2

CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(b)(4)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

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

August 22, 2024
(Date)

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Associate Principal/Vice President and duly-authorized representative of the firm of GZA GeoEnvironmental, Inc., and that neither I nor the above firm I here represent has:

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

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

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

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

except as here expressly stated (if any):

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

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

August 22, 2024
(Date)

(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

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

except as here expressly stated (if any):

9/9/24
(Date)

(Signature)

Attachment 5

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

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

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

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

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

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

Attachment 6

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

Consultant

WITNESS TO THE CONSULTANT

By: _____

Principal/Senior Vice President

Dated: August 22, 2024

CONSULTANT

By: _____

Associate Principal/Vice President

(TITLE)

Dated: August 22, 2024

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Natasha Lilo

Dated: 9/9/24

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development

for DOT COMMISSIONER

Dated: 9/9/24

Attorney General

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

Dated: 9/27/2024

By: _____

Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State

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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 GZA GEOENVIRONMENTAL, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on October 28, 1981. 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: **9876**

Certificate Number: **0006748500**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of August A.D. 2024.

David M. Scanlan

Secretary of State

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Jonathan B. Selden, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
GZA GeoEnvironmental, 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 June 26, 2024,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That David G. Lamothe, P.E. Associate Principal/VP (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

GZA GeoEnvironmental, 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: 8/22/2024 **ATTEST:** _____
(Name & Title)
Jonathan B. Selden
Assistant Secretary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/21/2024

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

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

PRODUCER
Edgewood Partners Insurance Agency
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Carly Samuel
PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): 770.670.5324
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The First Liberty Insurance Corporation	33588
INSURER B: Liberty Mutual Fire Ins Co	23035
INSURER C: Commerce and Industry Insurance Company	19410
INSURER D: Aspen Specialty Insurance Company	10717
INSURER E: Convex Insurance UK Limited	
INSURER F: Nautilus Insurance Company	17370

INSURED
GZA GeoEnvironmental, Inc.
5 Commerce Park North
Suite 201
Bedford NH 03110

GZAGEOE

COVERAGES

CERTIFICATE NUMBER: 829733863

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	
F	X COMMERCIAL GENERAL LIABILITY	Y		ECP200795721	2/28/2024	2/28/2025	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X $25K Ded per Occ						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY			AS6Z11261208014	2/28/2024	2/28/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Deductible	$ 1,000
D	X UMBRELLA LIAB / X OCCUR			EX00AQL24	2/28/2024	2/28/2025	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC6Z11261208044	2/28/2024	2/28/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liability			B1636P240114	2/28/2024	2/28/2025	Per Claim	$2,000,000
C	Pollution Liability			CPO11710520	2/28/2024	2/28/2025	Aggregate	$2,000,000
							Per Claim/Aggregate	$2M/$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Evidence of Insurance, North Hampton-Rye X-A005(306) 42312 Preliminary Design, Project Location: Hampton and Rye, New Hampshire.
The State of New Hampshire Department of Transportation is named as an Additional Insured with respects to General Liability where required by written contract.
is named as an Additional Insured with respects to General Liability where required by written contract.
Professional Liability deductible for the project is $75,000

CERTIFICATE HOLDER

The State of New Hampshire
Department of Transportation
PO Box 483, 5 Hazen Drive
Concord NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Gregg Bradshaw

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