



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



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*William Cass, P.E.
Commissioner*

*David Rodrigue, P.E.
Assistant Commissioner*

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Executive Office
April 4, 2025

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with the Town of Hampton (vendor # 159942) for the Town to reconstruct a portion of state-owned and maintained storm drainage system on NH Route 1A adjacent to Bicentennial Park at Cusack Road. The Department will contribute \$55,000 of Betterment funds for drainage improvements to this section of road, effective upon Governor and Council approval through December 31, 2025. (100% Betterment Funds)

Funds to support this request are available in the following account in Fiscal Year 2025:

Funding is available as follows:	<u>FY 2025</u>
04-96-96-963015-3039 Betterment	
400-500870 Highway Contract Payments	\$55,000

EXPLANATION

The Town of Hampton is currently undertaking a significant Seawall Replacement project at Bicentennial Park including seawall, stone revetment, sidewalks and access ramp reconstruction in Bicentennial Park along a portion of NH Route 1A, generally between the intersections of NH Route 27 (High Street) and Cusack Rd. The Department’s maintenance responsibility on this segment includes the NH Route 1A roadway and a closed drainage outlet flowing east towards the ocean with an outlet structure at the corner of the existing seawall. The area within Bicentennial Park including seawall, revetments, sidewalks, access ramp and other park accessories is the Town of Hampton’s responsibility. The area of the drainage outfall was to be significantly impacted as part of this town reconstruction project, with a portion of the drain line beneath the proposed revetment and seawall. The Department planned a maintenance project of the existing structure to coincide with the completion of the town work to repair damage resulting from recent coastal events and deterioration.

The Town agreed to include the design, permitting and reconstruction of the Department’s outlet structure and associated drainage within the Town’s contract as a Bid Alternate. The town project’s Bid Alternate cost for the drainage work is a lump sum of \$45,000. The Town and Department reached consensus that the Department will contribute \$55,000 towards this work. The financial impact on the Town for the work includes design, permitting, submittals and construction oversight. NHDOT has created project 45154 to facilitate tracking and payment.

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

It is respectfully requested that this item be approved.

Sincerely,

A handwritten signature in cursive script that reads "William Cass".

William J. Cass, P.E.
Commissioner

Attachment

**PROJECT AGREEMENT
FOR**

TOWN OF HAMPTON
NH-1A storm drainage outfall at Bicentennial Park

THIS AGREEMENT, executed in *triplicate*, made and entered into this 17th day of April, 2025, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and the TOWN OF HAMPTON, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to reconstruct a State-owned storm drainage outfall on NH Route 1A in the town of Hampton is an eligible project; and

WHEREAS, the DEPARTMENT and PROJECT SPONSOR reached consensus that the DEPARTMENT'S share of the cost of the Project is not to exceed fifty-five thousand dollars (\$55,000.00) and

WHEREAS, the DEPARTMENT has established Project #45154 (the "Project") for the aforesaid project in the amount not to exceed fifty-five thousand (\$55,000.00) and

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

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

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

I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project.
- C. The PROJECT SPONSOR shall provide or cause to provide for the maintenance of the Project during construction. Nothing in this agreement is meant to alter the existing maintenance responsibilities of the DEPARTMENT or the PROJECT SPONSOR, for their respective portions of infrastructure, which includes winter snow and ice removal

in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, during the project and once the work under this AGREEMENT is completed.

- D. The PROJECT SPONSOR shall submit an invoice to the DEPARTMENT for reimbursement of the agreed upon amount upon completion and acceptance of the drainage outfall. The drainage outfall will not be accepted for maintenance until a final inspection has been completed. The invoice structure shall include details of work completed.

II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:

- A. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices. following completion of the work, a final inspection and acceptance of the drainage outfall for maintenance.

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

- A. That the DEPARTMENT agrees to reimburse the PROJECT SPONSOR up to \$55,000 as the DEPARTMENT'S full share of the PROJECT SPONSOR'S efforts to replace the drainage outfall as shown on the approved construction plans.
- B. That the PROJECT SPONSOR will not incur any additional Project costs nor enter into any additional agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- C. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in paragraph 4 of page 1 herein.
- D. This AGREEMENT is contingent approval from the Governor and Council. This AGREEMENT shall expire upon final payment to the Town of Hampton or December 31, 2025, whichever occurs first.

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

By: 
William Cass, Commissioner
Department of Transportation

TOWN OF HAMPTON

By: 
Jamie Sullivan, Town Manager
Town of Hampton

New Hampshire
Department of Transportation



Signature

Robert Pearce

Name

Attorney

Title

NH Attorney General

Governor and Council
Approval

Secretary of State

Dated

Summary of Bids Received		T. FORD		WILLIAM P. DAVIS		NORTHERN CONSTRUCTION		JANCO EXCAVATORS, LLC.		
Port: Bicentennial Park Seawall		124 Tenney Street		EXCAVATION, LLC.		SERVICE, LLC.		84 Exeter Road		
Date: August 28, 2024 @ 2:00 PM		Georgetown, MA 01833		PO Box 758		1520 Park Street, PO Box 900		South Hampton, NH 03827		
Location: Town of Hampton				Hampton, NH 03843		Palmer, MA 01069				
Engineer: Tighe & Bond, Inc.		Job No.: H1800								
Item No.	Description	Estimated Quantity	Unit Price	Total price	Unit Price	Total price	Unit Price	Total price	Unit Price	Total price
1	Mobilization/Demobilization (Max. 5% of bid)	lump sum	\$50,000.00	\$50,000.00	\$322,500.00	\$322,500.00	\$300,000.00	\$300,000.00	\$130,000.00	\$130,000.00
2	Site Demolition (Incl. Stockpile Revetment)	lump sum	\$125,000.00	\$125,000.00	\$250,000.00	\$250,000.00	\$210,000.00	\$210,000.00	\$145,800.00	\$145,800.00
3	Demolish Existing Seawall	lump sum	\$250,000.00	\$250,000.00	\$375,000.00	\$375,000.00	\$150,000.00	\$150,000.00	\$362,100.00	\$362,100.00
4	Install Proposed Seawall with Bar, Sheet Piles, and Drainage	lump sum	\$1,795,000.00	\$1,795,000.00	\$1,800,000.00	\$1,800,000.00	\$1,946,000.00	\$1,946,000.00	\$1,828,000.00	\$1,828,000.00
5	Replace and Reset Revetment	lump sum	\$100,000.00	\$100,000.00	\$75,000.00	\$75,000.00	\$400,000.00	\$400,000.00	\$198,300.00	\$198,300.00
5A	Furnish and Install Additional 100 Tons (6-8 ton stones)	lump sum	\$10,000.00	\$10,000.00	\$75,000.00	\$75,000.00	\$37,000.00	\$37,000.00	\$39,600.00	\$39,600.00
6	General Site Improvements	lump sum	\$50,000.00	\$50,000.00	\$275,000.00	\$275,000.00	\$165,000.00	\$165,000.00	\$28,800.00	\$28,800.00
7	Reconstruction of Parking Lot	lump sum	\$50,000.00	\$50,000.00	\$125,000.00	\$125,000.00	\$120,000.00	\$120,000.00	\$38,500.00	\$38,500.00
8	Demolition and Construction of Concrete Ramp	lump sum	\$50,000.00	\$50,000.00	\$125,000.00	\$125,000.00	\$65,000.00	\$65,000.00	\$9,500.00	\$9,500.00
9	Demobilization	lump sum	\$19,450.00	\$19,450.00	\$25,000.00	\$25,000.00	\$7,000.00	\$7,000.00	\$75,000.00	\$75,000.00
Base Bid Amount			\$2,499,450.00		\$3,447,500.00		\$3,400,000.00		\$2,855,600.00	
AR 1	Wood on Concrete Benches	lump sum	\$15,000.00	\$15,000.00	\$39,000.00	\$39,000.00	\$34,000.00	\$34,000.00	-\$17,200.00	-\$17,200.00
AR 2	RCP Drain Line Concrete Easement	lump sum	\$45,000.00	\$45,000.00	\$175,000.00	\$175,000.00	\$46,000.00	\$46,000.00	\$67,900.00	\$67,900.00
Total Amount of Bid			\$2,539,450.00		\$3,661,500.00		\$3,480,000.00		\$2,906,300.00	

