

Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Planning & Community Assistance  
September 7, 2018

REQUESTED ACTION

Authorize the Department of Transportation to amend an agreement with the Town of Northfield (Vendor #177453) sub-recipient, by increasing the original agreement amount by \$2,300,000.00 from \$200,000.00 to \$2,500,000.00 to provide funding and services under the State Highway Aid Program and State Bridge Aid Program through a Local Project Administration process. The original agreement was previously approved by Governor and Executive Council on October 29, 2014, Item #25. The amended agreement will be effective upon Governor and Executive Council approval, through June 30, 2021. 78% Highway Funds, 22% Agency Income (Town Share).

Funding is available for FY 2019, and is contingent upon the availability and continued appropriation of funds for FY 2020 and FY 2021 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified.

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
04-96-96-963015-2929 State Highway Aid			
073-500580 Grants to Local Gov't - State	\$800,000.00	\$800,000.00	\$200,000.00
04-96-96-963015-8910 State Bridge Aid			
073-500580 Grants to Local Gov't - State	\$200,000.00	\$200,000.00	\$100,000.00

EXPLANATION

This project will reconstruct and reclassify the entire length of Sandogardy Pond Road from the intersection of NH 132 southerly 2.24 miles to the Canterbury town line. Reconstruction will include new pavement, new structural road box material, new drainage and a new bridge (Bridge # 068/060) over Cross Brook.

The original agreement with the Town was for design and right-of-way costs only based on the Town's available share at that time. During the development of the design, the scope of work increased based on information gathered during the design phase, including the need to replace the Cross Brook Bridge. This project agreement with the Town is being amended to reflect the estimated costs associated with the preferred layout and will include the construction phase cost of the project.

This Agreement Amendment is between the State and sub-recipient to delineate responsibilities for providing services necessary for construction and construction supervision for a State Aid project approved as part of the State Transportation Improvement Program.

The Attorney General's Office at the Department of Justice, Transportation and Construction Unit, has previously reviewed and approved the use of the agreement that is being used for this locally-administered project.

Authorization is requested to allow the Department to amend the original agreement with the sub-recipient to increase the original agreement amount.

The project (Northfield, #29756) is identified in the State's Ten Year Transportation Improvement Plan.

The total estimated cost to complete the project is \$3,125,000.00.

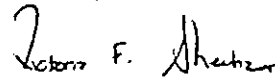
The following table illustrates the increased funding amount from original agreement:

Northfield #29756 Proposed Increase	80% State Share	20% Town Share	Total Amount
Original Agreement	\$200,000.00	50,000.00	\$250,000.00
Agreement Increase	\$2,300,000.00	\$575,000.00	\$2,875,000.00
Proposed Agreement	\$2,500,000.00	\$625,000.00	\$3,125,000.00

Expenses incurred will be charged against the designated project account number and reimbursement for costs shall be borne by the State Funds in the amount of \$2,500,000.00, The Town of Northfield has agreed to pay its share of the project cost which totals \$625,000.00.

Your approval of this submission is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

*The Attorney General's Office at the Department of Justice, Transportation and Construction Unit, has approved this template for use in municipally-managed projects.*

**STATE HIGHWAY AID PROGRAM  
STATE BRIDGE AID PROGRAM**

**AMENDED PROJECT AGREEMENT  
FOR**

**TOWN OF NORTHFIELD**  
**STATE VENDOR #: 177453**  
**STATE PROJECT #: 29756**

THIS AGREEMENT, executed in *triplicate*, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and the TOWN OF NORTHFIELD, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to reconstruct and reclassify Sandogardy Pond Road in the Town of Northfield is an eligible project for funding under the State Highway Aid Program and the State Bridge Aid Program; and

WHEREAS, the DEPARTMENT has established State Aid Project #29756 (the "Project") for the aforesaid project in the amount of Three million one hundred twenty-five thousand dollars (\$3,125,000.00), with eighty percent (80%) of that cost coming from State Aid funds, such amount being Two million five hundred thousand dollars (\$2,500,000.00); and the remaining twenty percent (20%) of that cost coming from the PROJECT SPONSOR, such amount being Six hundred twenty-five thousand dollars (\$625,000.00); and

WHEREAS, the previous agreement dated December 14, 2015, will become null and void with the execution of this Amended Project Agreement, and

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

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

NOW, THEREFORE, in consideration of the above premises and in further consideration of the 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 as applicable under the Municipally-Managed State Highway Aid and State Bridge Aid Programs.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current version of the DEPARTMENT's documents titled "New Hampshire Department of Transportation Process for Municipally-Managed State Highway Aid Program Projects", and "New Hampshire Department of Transportation Process for Municipally-Managed State Bridge Aid Program Projects" as they may be amended from time to time, and by reference are hereby made a part of this AGREEMENT.

- C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements once the work under this AGREEMENT is completed. Unless agreed otherwise at Project completion, the DEPARTMENT's maintenance responsibility shall be no greater than that which exists within the proposed Project limits on Sandogardy Pond Road prior to the start of construction. Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT.
- D. The PROJECT SPONSOR shall submit invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth and agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR agrees to maintain financial records pertinent to the development of the Project for three (3) years beyond the date of the Project's final reimbursement letter from the DEPARTMENT, and to make the records available to the DEPARTMENT upon request.
- F. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- G. If there is a default by the PROJECT SPONSOR of any nature to this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT for all funds expended under this Project.

## **II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:**

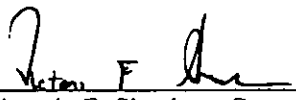
- A. The DEPARTMENT shall review the Project all plans, environmental documents, and contract documents.
- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.

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

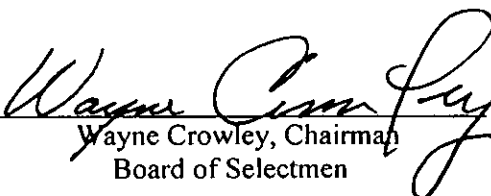
- A. That the PROJECT SPONSOR will not incur any additional Project costs nor enter into any additional agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.

- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in paragraph 4 of page 1 herein. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. The DEPARTMENT will not be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amount unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR agrees to commence the Project within three (3) months after the date of this AGREEMENT and substantially complete the Project within 3 years after the date of the first notice to proceed date given by the DEPARTMENT, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension. Failure to meet either deadline without good cause may cancel the DEPARTMENT's participation in this Project at its discretion. Any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.
- D. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- E. That the PROJECT SPONSOR acknowledges and agrees that during the construction phase of the project, the DEPARTMENT will reclassify the following highway from a Class II highway to a Class V Town-owned and Town-maintained highway:
- Sandogardy Pond Road  
Beginning at the intersection of NH 132 and proceeding south approximately 2.24 miles to the Canterbury town line.
- F. This AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.

**NEW HAMPSHIRE DEPARTMENT  
OF TRANSPORTATION**

By:   
Victoria F. Sheehan, Commissioner  
Department of Transportation

**TOWN OF NORTHFIELD**

By:   
Wayne Crowley, Chairman  
Board of Selectmen

Authorized to enter into Agreement as  
approved by Governor & Council on  
\_\_\_\_\_, 2018.

**STATE AID HIGHWAY PROGRAM  
PROJECT AGREEMENT  
FOR**

**TOWN OF NORTHFIELD  
STATE VENDOR #: 177453  
STATE PROJECT #: 29756**

THIS AGREEMENT, executed in *triplicate*, made and entered into this 14<sup>th</sup> day of December, 2015, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, herein-after called the "DEPARTMENT", and the TOWN OF NORTHFIELD, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to study and develop engineering plans for the future reconstruction and reclassification of Sandogardy Pond Road in the Town of Northfield is an eligible project for funding under the State Aid Highway Program; and

WHEREAS, the DEPARTMENT has established State Aid Highway Project #29756 (the "Project") for the aforesaid project in the amount of Two hundred fifty thousand dollars (\$250,000.00), with eighty percent (80%) of that cost coming from State Aid Highway funds, such amount being Two hundred thousand dollars (\$200,000.00), and the remaining twenty percent (20%) of that cost coming from the PROJECT SPONSOR, such amount being Fifty thousand dollars (\$50,000.00); 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 as applicable under the Municipally-Managed State Aid Highway Program.

- B. The PROJECT SPONSOR shall manage the design, environmental study, and right-of-way acquisition of the Project. This management is described in the current version of the DEPARTMENT's document titled "New Hampshire Department of Transportation Process for Municipally-Managed State Highway Aid Program Projects", as it may be amended from time to time, and by reference is hereby made a part of this AGREEMENT.
- C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements together with the maintenance of sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed.
- D. The PROJECT SPONSOR shall submit invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth and agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR agrees to maintain financial records pertinent to the development of the Project for three (3) years beyond the date of the Project's final reimbursement letter from the DEPARTMENT, and to make the records available to the DEPARTMENT upon request.
- F. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- G. If there is a default by the PROJECT SPONSOR of any nature to this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT for all funds expended under this Project.

## **II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:**

- A. The DEPARTMENT shall review the Project plans, environmental documents, and contract documents.
- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.

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

- A. 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.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in paragraph 4 of page 1 herein. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. The DEPARTMENT will not be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amount unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR agrees to commence the Project within six (6) months after the date of this AGREEMENT and substantially complete the Project within six (6) years after the date of the first notice to proceed date given by the DEPARTMENT, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension. Failure to meet either deadline without good cause may cancel the DEPARTMENT's participation in this Project at its discretion. Any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.



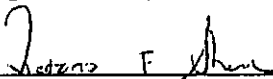
- D. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- E. That the PROJECT SPONSOR acknowledges and agrees that if the engineering effort leads to a construction project, that the DEPARTMENT will re-classify during the construction phase of the project the following highway from a Class II highway to a Class V Town-owned and Town-maintained highway:

Sandogardy Pond Road

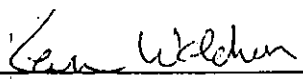
Beginning at Sandogardy Pond Road from NH 132 south 2.24 miles to Canterbury town line.

- F. This AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.

**NEW HAMPSHIRE DEPARTMENT  
OF TRANSPORTATION**

By:   
Commissioner  
Department of Transportation

**TOWN OF NORTHFIELD**

By:   
Town of Northfield  
Title: Chairman, Board of Selectmen

Authorized to enter into Agreement as  
approved by Governor & Council on  
October 29, 2014.