



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance
July 7, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into agreements with the towns of Swanzey (vendor 177485) and Winchester (vendor 159981) in the total amount of \$777,600 to provide funding and services under the National Historic Covered Bridge Preservation Program and the State Aid Bridge Program through a Department-Managed process, effective upon Governor and Council approval through June 30, 2017. 80% Federal Funds, 16% State Aid Bridge Funds and 4% Local Match.

Funds to support this request are anticipated to be available in the following accounts in State FY 2016 and State FY 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

	<u>FY 2016</u>	<u>FY 2017</u>
04-96-96-963515-3054 Consolidated Federal Aid 400-500870 Highway Contract Payments	\$324,000	\$324,000
04-96-96-962515-2942 Municipal Bridge Program 073-500580 Grants to Local Gov't - State	\$ 64,800	\$ 64,800

EXPLANATION

The purpose of the State Aid Bridge program (RSA 234) is to provide funding for construction or reconstruction of bridge structures on Class IV and Class V highways, as well as municipally maintained bridges on Class II highways. The purpose of the National Historic Covered Bridge Preservation Program is to help fund the restoration and preservation of historically significant covered bridges.

These projects will rehabilitate the towns maintained Ashuelot Covered Bridge carrying Gunn Mountain Road over the Ashuelot River in the Town of Winchester and Sawyer Crossing Covered Bridge carrying Sawyer Crossing over Ashuelot River. The Department applied for and was successful in obtaining National Historic Covered Bridge Preservation Program funds for the scour protection of two municipally owned historic covered bridges in 2011.

These historic covered bridges are currently on the State's "red list" or closed for structural deficiencies based on recent inspections.

Federal Highway Administration (FHWA) funds are available to assist with project costs associated with bridge restoration and preservation. The 80% FHWA funds will be matched by a combination of 16% State Aid Bridge funds and 4% Town funds (\$32,400 will be collected by the Department). In addition 80% State Aid Bridge funds and 20% Town funds will be utilized on elements of the work not covered by the federal grant.

For reference, the following table shows the funding allocations for all parties:

SUB-RECIPIENT	VENDOR NO.	FEDERAL HIGHWAY AID	STATE OF NH BRIDGE AID	TOWN FUNDS	PROJECT TOTAL
Town of Swanzey	177485	\$324,000	\$64,800	\$16,200	\$405,000
Town of Winchester	159981	\$324,000	\$64,800	\$16,200	\$405,000
TOTAL		\$648,000	\$129,600	\$32,400	\$810,000

Authorization is requested to allow the Department to enter into this agreement with the sub-recipient to ensure compliance with Federal-Aid requirements and to permit State personnel to supervise the project and the Department to expend Federal funds.

Expenses incurred will be charged against the designated project account number and reimbursement for costs shall be borne by the Federal Aid Highway Fund (National Historic Covered Bridge Preservation Program) in the amount of \$648,000 and the State Aid Bridge Program in the amount of \$129,600.

Your approval of this submission is respectfully requested.

Sincerely,



William Cass, P.E.
Assistant Commissioner

**FEDERAL NATIONAL HISTORIC COVERED BRIDGE PRESERVATION PROGRAM
LOCAL PROJECT AGREEMENT
FOR**

SWANZEY

**STATE VENDOR #: 177485
STATE PROJECT #: 23737
FEDERAL PROJECT #: X-A002(758)**

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 SWANZEY, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to construct scour protection at the Cresson Covered Bridge on Sawyers Crossing over Ashuelot River (Bridge #136/143) in the Town of SwanzeY is an eligible project for funding under the Federal National Historic Covered Bridge Preservation Program; and

WHEREAS, the DEPARTMENT has established the Federal National Historic Covered Bridge Preservation Project #23737 (the "Project") for the aforesaid project in the total amount of Four hundred five thousand dollars (\$405,000.00); with Three hundred twenty-four thousand dollars (\$324,000.00) of that cost coming from Federal funds, Sixty-four thousand eight hundred dollars (\$64,800.00) of that cost coming from State Aid Bridge funds, and the remaining Sixteen thousand two hundred dollars (\$16,200.00) of that cost coming from the PROJECT SPONSOR; and

WHEREAS, the DEPARTMENT agrees to act as Manager of the Project; and

WHEREAS, the PROJECT SPONSOR desires to cooperate with the DEPARTMENT 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 provide proof of clear title of property and/or necessary easement rights to affect the work proposed under the Project if other than existing highway right-of-way is involved.
- B. The PROJECT SPONSOR shall hereby designate the DEPARTMENT as their lawful and exclusive agent for the purpose of designing said Project and performing the actual construction of the Project provided that the DEPARTMENT shall not make design decisions, financial decisions or Project changes without prior consultation with the PROJECT SPONSOR.

- C. The PROJECT SPONSOR shall provide or cause to provide for the subsequent maintenance of all Project elements together with the maintenance of sidewalks once the work under this AGREEMENT is completed. Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT.
- D. The PROJECT SPONSOR agrees that all utility locations as shown on the plans shall not be altered unless changes are made according to the accepted licensing procedure of the PROJECT SPONSOR.
- E. The PROJECT SPONSOR also agrees to support the regulations and enforcement necessary to implement the project design features and agrees to pass any laws, rules, regulations and ordinances necessary for this purpose.
- F. The PROJECT SPONSOR delegates to the Commissioner of the New Hampshire Department of Transportation the authority to control traffic within the Town construction zones of the Project.
- G. The PROJECT SPONSOR agrees that, should adjustments be necessary due to changed traffic conditions or operational needs, such adjustments will not be made without prior approval of the DEPARTMENT.
- H. The PROJECT SPONSOR agrees, obligates and binds itself to prevent any encroachments within the right-of-way limitation and to prohibit the parking of any vehicles within the right-of-way. No highway right-of-way within the limits of this Project shall be sold or leased without prior approval of the DEPARTMENT.
- I. 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 Town 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.
- J. The PROJECT SPONSOR shall, after receipt and approval of properly documented invoices, pay to the DEPARTMENT four percent (4%) of the total cost of the Project. The PROJECT SPONSOR shall make these payments when requested at the beginning of each phase including design, right-of-way, and construction and at approval of change orders.

II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:

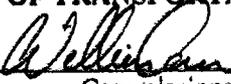
- A. The DEPARTMENT shall comply with all Federal and State of New Hampshire laws and rules, regulations and policies as applicable under the Federal-Aid Highway Program for Federal Aid Construction Contracts.
- B. The DEPARTMENT shall manage the design, environmental study, right-of-way acquisition 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 Bridge Aid Program Projects", and "Local Public Agency Manual for the Development of Projects", as they may be amended from time to time and, by reference, are hereby made a part of this AGREEMENT.
- C. The DEPARTMENT shall pay eighty percent (80%) of the total reimbursable costs of the Project with Federal National Historic Covered Bridge Preservation Program funds and Bridge Rehabilitation Painting Preservation and Improvement Program funds.
- D. The DEPARTMENT shall document all costs of the Project and provide properly documented invoices to the PROJECT SPONSOR that accurately represent worth that has been completed and paid for by the DEPARTMENT.

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

- A. 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.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be Three hundred eighty-eight thousand eight hundred dollars (\$388,800.00). The PROJECT SPONSOR shall bear the remaining four percent (4%) of the cost, such amount being Sixteen thousand two hundred dollars (\$16,200.00). 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 PROJECT SPONSOR will not be responsible for any expenses or costs incurred by the DEPARTMENT under this AGREEMENT in excess of the above amounts unless the PROJECT SPONSOR expressly authorizes additional funding prior to the work being performed.
- C. Failure of the PROJECT SPONSOR to properly maintain and operate the reconstructed bridge portions of this project will disqualify the PROJECT SPONSOR from any future Federal Aid funds until such time as the deficient condition has been rectified and approved by the DEPARTMENT.
- D. That the DEPARTMENT agrees to commence the Project within three (3) months after the date of execution of this AGREEMENT and complete the Project within three (3) years after the date of this AGREEMENT. The PROJECT SPONSOR is responsible for informing the DEPARTMENT if any condition arises that may result in either deadline being unattainable.

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

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

By: 
Commissioner
Department of Transportation

TOWN OF SWANZEY

By: 
Town Administrator
Town of Swanzeay

Authorized to enter into Agreement as
approved by Governor & Council on

**FEDERAL NATIONAL HISTORIC COVERED BRIDGE PRESERVATION PROGRAM
LOCAL PROJECT AGREEMENT
FOR**

**WINCHESTER
STATE VENDOR #: 159981
STATE PROJECT #: 23738
FEDERAL PROJECT #: X-A002(760)**

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 WINCHESTER, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to construct scour protection at the Ashuelot Covered Bridge on Gunn Mountain Road over Ashuelot River (Bridge #082/087) in the Town of Winchester is an eligible project for funding under the Federal National Historic Covered Bridge Preservation Program; and

WHEREAS, the DEPARTMENT has established the Federal National Historic Covered Bridge Preservation Project #23737 (the "Project") for the aforesaid project in the total amount of Four hundred five thousand dollars (\$405,000.00); with Three hundred twenty-four thousand dollars (\$324,000.00) of that cost coming from Federal funds, Sixty-four thousand eight hundred dollars (\$64,800.00) of that cost coming from State Aid Bridge funds, and the remaining Sixteen thousand two hundred dollars (\$16,200.00) of that cost coming from the PROJECT SPONSOR; and

WHEREAS, the DEPARTMENT agrees to act as Manager of the Project; and

WHEREAS, the PROJECT SPONSOR desires to cooperate with the DEPARTMENT 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:

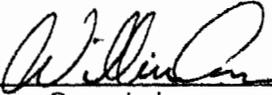
I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

- A. The PROJECT SPONSOR shall provide proof of clear title of property and/or necessary easement rights to affect the work proposed under the Project if other than existing highway right-of-way is involved.
- B. The PROJECT SPONSOR shall hereby designate the DEPARTMENT as their lawful and exclusive agent for the purpose of designing said Project and performing the actual construction of the Project provided that the DEPARTMENT shall not make design decisions, financial decisions or Project changes without prior consultation with the PROJECT SPONSOR.

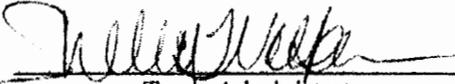
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- E. The PROJECT SPONSOR also agrees to support the regulations and enforcement necessary to implement the project design features and agrees to pass any laws, rules, regulations and ordinances necessary for this purpose.
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- H. The PROJECT SPONSOR agrees, obligates and binds itself to prevent any encroachments within the right-of-way limitation and to prohibit the parking of any vehicles within the right-of-way. No highway right-of-way within the limits of this Project shall be sold or leased without prior approval of the DEPARTMENT.
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**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

By: 
Commissioner
Department of Transportation

TOWN OF WINCHESTER

By: 
Town Administrator
Town of Winchester

Authorized to enter into Agreement as
approved by Governor & Council on

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