



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



179 *[Handwritten initials]*

CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

Office of the Commissioner  
May 20, 2014

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

*Sole Source*

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into certain **sole-source** Special, Supplemental, and Account Agreements (and their amendments) with utilities, municipalities and railroad entities that result from impacts to their facilities because of Department administered construction projects. Further, any adjustments to original estimates that result in changes to encumbrances be authorized based on justification to the Department of Administrative Services. It is requested that these Account Agreements be approved and effective upon Governor and Executive Council approval through June 30, 2015.

Funding for this Request is available based upon the source of funds for each particular project for FY 2014 and FY 2015, and is contingent upon the availability and continued appropriation of funds after June 30, 2015.

**EXPLANATION**

The Department historically, has contracted sole-source with utilities, municipalities, and railroad entities to provide proprietary services for equipment, material, and labor services. These services result from work required to relocate private and public infrastructure facilities from within the limits of construction projects which are either in the 10-Year Plan or street light removal program. Department administered construction projects routinely require utility work that only a utility, municipality, or railroad utility can both perform and provide necessary services. It is critical that these utility relocations be addressed prior to and during construction so that timely construction of the roadway and bridge projects can take place without halting construction that can add delay, increase costs, and have the potential to decrease public safety. In these examples, the utility, municipality, or railroad entity (vendor) is contracted and paid by the Department or the Department is contracted and paid by the vendor.

As a result of an audit finding, the Department of Transportation met with a representative of the Department of Administrative Services and specifically discussed the issue of Account Agreements. As part of this review, it was agreed by both Departments that the Department of Transportation request approval from the Governor and Executive Council for continued use of entering into these type agreements. As part of this process, an informational item will be presented to the Governor and Executive Council on an annual basis of the agreements which were entered into and used. The flexibility for these types of contracts is critical to the nature of the work performed and completed by the Department.

Below is a summary of actual payments made by the Department:

**Paid Account Agreements Fiscal Year Summary**

	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>	<u>FY 2014</u> <u>(thru March 31)</u>
Total Actual Amount Paid	\$1.612M	\$1.047M	\$4.977M	\$1.719M

**Executed and Active Account Agreements**

The total number of executed and active Account Agreements to be performed by utilities, municipalities, and railroad entities and to be paid by DOT as of July 1, 2013 was 45 and totaled \$10,243,763.02. Through March 31, 2014, the number of additional executed Agreements was 17, totaling \$683,760.04.

The total number of executed and active Account Agreements to be performed by DOT and paid by utilities, municipalities, and railroad entities as of July 1, 2013 was 23 and totaled \$3,673,072.23. Through March 31, 2014, the number of additional executed Agreements was 7, totaling \$634,857.63.

The Department's approach to using these agreements has worked well and the Account Agreements have been reviewed in substance and form by the Attorney General. The use of these agreements has allowed the Department to react quickly and in concert with the public utility, municipality, and railroad entity to decrease potential project delays and deliver construction improvements in a timely and efficient manner.

Approval of this method will ensure the timeliness of project work as a result of both anticipated and unanticipated utility work during the course of construction and improve efficiency of project completion allowing the Department to enter into agreements with a utility, municipality, and or railroad entity that are the only vendor(s) able to perform and complete the necessary work.

It is respectfully requested that this item be approved.

Sincerely,



Christopher D. Clement, Sr.  
Commissioner

**Attachments:**

- Schedule of Accounts Payable Account Agreements as of July 1, 2013
- Schedule of Accounts Receivable Account Agreements as of July 1, 2013
- Force Account Templates

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**SUPPLEMENTAL AGREEMENT**

Installation of Facilities for Highway Operation

This Agreement supplements the Master Agreement between the State and the Public Service Company of New Hampshire (Vendor #161261) dated July 18, 1986.

**Description of Project:**

A Federal-Aid \_\_\_\_\_ (Organization Code \_\_) Project, \_\_\_\_\_, \_\_\_\_\_ for the construction of \_\_\_\_\_, in the City/Town of \_\_\_\_\_, County of \_\_\_\_\_, New Hampshire (NH), which construction necessitates the installation/relocation/replacement of \_\_\_\_\_ to the extent required to permit construction of the Project.

**Description of Work Desired of Public Service Company:**

**Method of Payment for Described Work:**

Actual Cost estimated at \$ \_\_\_\_\_. (Work Class Code \_\_\_\_\_)  
Fixed Cost estimate at \$ \_\_\_\_\_. (Work Class Code \_\_\_\_\_)  
Lump Sum in the amount of \$ \_\_\_\_\_. (Work Class Code \_\_\_\_\_)

**Billing for Cost of Installation:**

Leonard Russell, Financial Reporting Administrator  
Bureau of Finance and Contracts  
New Hampshire Department of Transportation  
7 Hazen Drive, PO Box 483  
Concord, NH 03302-0483

**Detailed billing should be submitted showing:**

- State project Name & Number.
- Organization and Work Class codes.
- Brief description of work covered.
- Dates work was started & completed.
- Breakdown of quantities and costs for labor, equipment, materials and overhead expenses.
- Whether billing is partial or final.
- PSNH bill or invoice number.
- Date of billing.

**Billing for Cost of Operation {of Lighting}: [USE 4-LINE ADDRESS]**

City/Town of \_\_\_\_\_/Company/Corporation/Department/  
 \_\_\_\_\_, District \_\_\_\_\_ Engineer/Administrator, Bureau of Turnpikes  
 New Hampshire Department of Transportation  
 \_\_\_\_\_  
 \_\_\_\_\_

**Billing for Cost of Operation of Traffic Signals: [USE 4-LINE ADDRESS]**

City/Town of \_\_\_\_\_/Company/Corporation/Department/  
 \_\_\_\_\_, District \_\_\_\_\_ Engineer/Administrator, Bureau of Traffic/Turnpikes  
 New Hampshire Department of Transportation  
 \_\_\_\_\_  
 \_\_\_\_\_

**Additions to the Master Agreement:**

- 8A. Periodic progress payments will be made to the Company upon presentation of invoices and substantiation of work performed (Utility Reports) provided the value of the work invoiced, other than the final invoice, is in excess of \$1,000.00.
- 8B. The Company shall submit a final invoice no later than two (2) months after completion of its work on all lump sum projects, and six (6) months after completion of its work on all actual cost projects. Unless otherwise approved by the Department in advance the Company's work shall be completed no later than two (2) months after notification by the Department of Transportation that the State's construction Project

is complete. Upon submission of the final invoice and issuance of the Final Audit of Agreement, no further charges will be accepted. The Department will make payment to the Company after submission of progress or final invoices provided that all substantiating documentation has been submitted to the Department for the work invoiced therein.

- 9A. In accordance with the **BUY AMERICA** requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410), all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.
- a) Products of steel include, but are not limited to, such products as structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail steel supports for signs, signals and luminaires, and cable wire/strand. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not subject to this clause, only the application process.
  - b) A Certificate of Compliance (available at [www.NHDOT.com](http://www.NHDOT.com)) shall be furnished for steel and iron products as part of the backup information with the billing. Records to be maintained by the Company for this certification shall include a signed mill test report and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or non-payment of the work.
  - c) The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.
  - d) Upon completion of the project, the Company shall certify in writing as to compliance with this Section and also provide the total project delivered cost of all foreign steel and/or iron permanently incorporated into the work covered by this Agreement. The form for this certification entitled "Buy America Certificate of Compliance" can be found at [www.NHDOT.com](http://www.NHDOT.com).

THE STATE OF NEW HAMPSHIRE  
Department of Transportation

PUBLIC SERVICE COMPANY  
OF NEW HAMPSHIRE

By  
:

\_\_\_\_\_  
William J. Cass, P.E.  
Director of Project Development

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_ WJO

\_\_\_\_\_  
(Date)

**Attached Plans and Estimates Are a Part of This Agreement.**

CITY/TOWN(S)  
FED. NO.  
STATE NO.  
(Street/Route #)  
(\_\_\_\_\_ RAILWAY-  
HIGHWAY CROSSING)

FORCE ACCOUNT AGREEMENT

This Agreement is made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the STATE OF NEW HAMPSHIRE, by its Department of Transportation, party of the first part, hereinafter called the "State", and \_\_\_\_\_ (Vendor # \_\_\_\_\_), a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of New Hampshire, party of the second part, hereinafter called the "Railroad".

WITNESSETH:

WHEREAS, the State has the approval of the Federal Highway Administration (FHWA), for a Federal-Aid \_\_\_\_\_ Project (Organization Code \_\_\_\_\_), PROJECT NAME, ST. NO, FED. NO, STREET/ROUTE NO, for the construction of an at-grade Railway-Highway crossing in the Town of \_\_\_\_\_, County of \_\_\_\_\_, New Hampshire (NH).

WHEREAS, the COMMISSIONER of the New Hampshire Department of Transportation (NHDOT), hereinafter called the "Commissioner", has prepared plans and specifications for such Project marked PROJECT NAME, ST. NO, FED.NO, which plans and specifications meet with the approval of the Railroad and are on file in the permanent records of said Department of Transportation, Concord, New Hampshire, and,

WHEREAS, the New Hampshire Department of Transportation, Bureau of Rail and Transit concurs with the aforementioned project and, (INCLUDE THIS PARAGRAPH ONLY ON STATE OWNED RAILROADS).

WHEREAS, the State desires the assistance of the Railroad in the installation/relocation/replacement of the aforementioned facilities,

NOW THEREFORE, in consideration thereof, the parties hereto mutually agree as follows:

1. The Railroad shall furnish the labor, materials, and equipment to perform the following:
  - A. Reconstruct said crossings using:

1. 115 pound Welded Rail (butt weld preferred) or as approved by the State.
  2. Elastomeric Railseal Interface with A.D.A. GAUGE, railseal to extend minimum of 2' beyond edge of pavement, curb line, or sidewalk. A minimum of 15' section lengths shall be used through the crossing.
  3. Filter fabric, 14" x 7-3/4", AREA 8, 8 hole double shouldered canted tie plates, tie plate pads and rail anchors shall be included.
  4. Joints and welds shall be staggered.
  5. End of rail shall be cropped prior to thermite welding so there will be no holes in areas of welds.
  6. 9' - 0" ties shall be used through the crossings with 8' - 6" ties in the approaches.
  7. Will perform necessary ditch reconstruction along its track to provide drainage.
  8. Remove unnecessary brush and materials along its right-of-way to open sight triangles to the crossings.
- B. The Railroad will coordinate with the State's or Contractor Forces so it can provide proper and timely detours. At time of construction, the Railroad will endeavor to cooperate with other utilities should the need arise to place their utility under the tracks.
- C. The Railroad will strive to adjust its train schedule so as to allow as much time as possible for construction of said crossings.
- D. Appropriate salvage credit will be given for all recovered materials such as rails, ties, spikes, plates, etc., removed and replaced from the existing layout. If salvage material is classified as scrap, it will be made available for inspection prior to disposal and be disposed of locally.
- E. Stone ballast will be a minimum depth of 12" throughout the limits of rail removed, and then taper to existing depths.
- F. Install railroad signals as shown on the plans. Bases for said signals will be set a minimum of 8' behind edge of pavement, with 12" (Light Emitting

Diodes) LED lights with a bell, reflective sheeting for crossbucks, and conforming to all current standards, MUTCD Part VIII and to plans, specifications and estimates, including all detection circuitry and other appurtenances required for a complete installation.

**Method of Payment for Described Work:**

Actual Cost estimated at \$ \_\_\_\_\_ (Work Class Code \_\_\_\_\_)

**Billing for Cost of Installation submitted to:**

Leonard Russell, Financial Reporting Administrator  
 Bureau of Finance and Contracts  
 New Hampshire Department of Transportation  
 7 Hazen Drive, PO Box 483  
 Concord, NH 03302-0483

**Detailed billing shall be submitted showing:**

- State Project Name & Number.
  - Organization and Work Class codes.
  - Brief description of work covered.
  - Dates work was started & completed.
  - Breakdown of quantities and costs for labor, equipment, materials and overhead expenses.
  - Whether billing is partial or final.
  - \_\_\_\_\_ bill or invoice number.
  - Date of billing.
2. The State shall accordingly furnish the labor, materials, and equipment for the following work:
- A. Pave the crossing and approaches and reconstruct the roadway portion outside the rails, as shown on the plans and estimates, and construct and pave shoulders as required.
  - B. Additional roadway work such as necessary drainage, roadway widening, and/or site work as agreed with the Contract Administrator.
  - C. Maintenance of highway traffic. This work will consist of providing competent flagmen with vests, furnishing, erecting and maintaining traffic

signs and delineators at the required locations. Maintaining a detour, should one be established, including signing, lighting, etc.

- D. Provide a detour, for the crossing during the time of construction.
3. The finished grade of track will be set by the State with the approval of the Railroad (to be determined at time of construction).
  4. The Railroad agrees that the State may let a contract or contracts for the construction of the work described in Paragraph 2 above, herein after referred to the State's Contractor. Contractors shall be required to provide Railroad Protective Insurance as specified in Standard Specification for Road and Bridge Construction Section 107.11.
  5. The work described in Paragraph 1 above, which will be done by Railroad forces is shown in greater detail, along with the lines of work, on the approved plans, specifications and in the attached estimates, said plans, specifications and estimates being made a part of this Agreement. The Railroad may engage a qualified consultant to perform their required services and may have any required maintenance-of-way performed under an existing continuing contract and/or by competitive bid contract. Continuing contracts shall be defined as a written contract with the Railroad and the contractor, which periodically does work for the Railroad. The Railroad will have awarded the continuing contracts using a competitive bid process, the attached documentation of which being made a part of this Agreement, and in compliance with 23 CFR 646.216 (f). Contracts must be authorized by the State before work can be awarded.
  6. The Railroad agrees to notify the State of the starting and completion dates of the work hereinbefore described, and to provide the State's Contract Administrator on the Project with Utility Reports showing the work performed, the classes and hours of labor, equipment and materials used, and the disposition of the materials replaced, along with the time and place recovered materials will be available for inspection prior to disposal by sale or scrap. The Railroad further agrees to complete the Utility Reports for work being done daily and deliver them weekly to the State's Contract Administrator or mail them to the New Hampshire Department of Transportation, Highway Design 7 Hazen Drive, PO Box 483 Concord, NH 03302-0483 at the end of the week following that in which the work was performed. The Railroad and the State's Contract Administrator/Utility Coordinator shall resolve any possible discrepancies. The Utility Reports are not the basis for payment, but are needed for verification that the work was performed.

7. The Railroad agrees to permit the State, its agents, and contractors to enter upon said right of way and land of the Railroad for the purpose of performing the work described in Paragraph 2 above and as shown on approved plans.
8. The Railroad agrees in order to assure a proper installation, to inspect the Contractor's work of installing, relocating and/or adjusting the Railroad's facilities as required by the Project. Any issue shall be brought to the attention of the State's Contract Administrator immediately and he/she shall resolve it.
9. The Railroad agrees to coordinate the work hereinbefore described with the State's Project and also agrees to complete the work prior to or concurrently with the Project's completion date, provided the Railroad is not delayed by acts of God, strikes, or late delivery of critical materials.
10. The Railroad agrees to perform the work hereinbefore proposed, in accordance with the plans mentioned above, including such additions or modifications hereafter approved, in writing, by the Railroad and the Commissioner. The amount of work to be performed by the Railroad, including any changes, shall be approved by the Commissioner and the duly authorized representatives of the Federal Government before the work is performed, and the Railroad shall be reimbursed therefore, as hereinafter provided, except that the cost of any such force account or contract work which is not approved as above indicated shall be borne by the Railroad.
11. In accordance with the **BUY AMERICA** requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410), all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.
  - A. Products of steel include, but are not limited to, such products as structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail steel supports for signs, signals and luminaires, and cable wire/strand. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not subject to this clause, only the application process.
  - B. A Certificate of Compliance (available at [www.NHDOT.com](http://www.NHDOT.com)) shall be furnished for steel and iron products as part of the backup information with the billing. Records to be maintained by the Railroad for this certification shall include a signed mill test report and a signed certification by each

supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or non-payment of the work.

- C. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.
  - D. Upon completion of the project, the Railroad shall certify in writing as to compliance with this Section and also provide the total project delivered cost of all foreign steel and/or iron permanently incorporated into the work covered by this Agreement. The form for this certification entitled "Buy America Certificate of Compliance" can be found at [www.NHDOT.com](http://www.NHDOT.com).
12. As defined in the 23, CFR 646.210 (b) (1) there is no Railroad benefit; therefore, no contribution from the Railroad is required.
  13. All cost records of the Railroad pertaining to the project will be subject at any time to inspection by representatives of the State and Federal governments for a period of not less than three years from the date final payment is received by the Railroad.
  14. The Railroad agrees to make the necessary changes in its facilities to the extent required to permit the construction of the project; also agrees to construct such facilities in addition to those provided in the contract as may be needed for maintaining traffic during such changes in its facilities and the construction of said project in accordance with and as shown in more detail upon the above described plans.
- A. The work to be done by the Railroad to accomplish the above described changes shall consist of the following: furnish labor, materials and equipment for (1) Preliminary Engineering (\*); (2) Office Engineering (\*); (3) Field Engineering and Supervision (\*); (4) Install New Crossing (\*); (10) Accounting; (11) Preliminary Engineering (\*\*); (12) Office Engineering (\*\*); (13) Field Engineering and Supervision (\*\*); and (14) Installation of Flashing Signals (\*\*).

(\* Construction Department

(\*\*) Communication and Signal Department

- B. An itemized estimate of the cost of the work, including materials to be furnished by the Railroad is attached hereto and made a part of this Agreement. Reimbursement, however, will be on an actual cost basis, the work being shown in greater detail on the State and Railroad's plans.
  - C. All work shall be performed in a good, workman like manner under competent, experienced supervision, per current railway engineering and construction practice.
  - D. No work that requires the railroad to move and adjust its facilities at its own expense as defined in 23 CFR 646.216 (d) (2) (iv) is included in this agreement.
15. Federal and State participation in the cost of the work done under this Agreement shall be computed on the basis of the provisions and regulations of the 23 CFR 646 and 23 CFR Part 140, Subpart I. The above-mentioned code, including all current amendments and/or revisions, is hereby made a part of this Agreement.
16. The Railroad agrees to accept the operation, use and maintenance of the crossing and crossing protection (signals with a bell), described in Paragraph 1 above, and to maintain the crossing protection in an operable approved manner.
17. Upon the receipt of satisfactory detailed progress vouchers, or one final voucher, with applicable credit shown for salvage, or scrap and betterments, the State agrees to reimburse the Railroad for the cost of preliminary engineering, and for all labor, including flagging, and materials furnished to perform the work as described in the previous paragraphs and as shown on the approved plans, also for maintaining railroad traffic during the construction of this project and for such engineering expenses as are necessary for the general protection of the Railroad's property and operations during construction. Payment shall be made by the State to the Railroad within sixty (60) days after completion and acceptance of the work by the State. However, the State shall be under no obligation to make payment for the costs of any work for which Utility Reports are not submitted in accordance with Paragraph 6 above or any work, other than preliminary engineering, performed prior to the date the Railroad is authorized, in writing, by the State to proceed with such approved work or whenever the Railroad violates the conditions set forth in this Agreement.
18. Both parties agree that this project is a joint project between the State and the Railroad, therefore, both parties will cooperate fully to the extent possible to pursue said project to completion.

- 19. It is hereby mutually agreed by the State and the Railroad that when conditions are such that the signals installed under Section 1 of this Agreement are no longer needed at this location, the State will be paid by the Railroad or its successors an amount equal to the then current salvage value of the signals, supports and crossing less the cost of the removal of said facilities or the State will petition the New Hampshire Department of Transportation, Bureau of Rail and Transit, for the reinstallation of these signals by the Railroad at another crossing of a public highway on the Railroad's lines within the State, using such funds other than Railroad funds, as may be available at that time.

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

THE STATE OF NEW HAMPSHIRE  
Department of Transportation

RAILROAD COMPANY NAME

By: \_\_\_\_\_  
William J. Cass, P.E.  
Director of Project Development

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Signature)

\_\_\_\_\_ WJO

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

GENERAL

Revised 8/1/13, Supersedes 2/22/13, Supersedes 9/24/10

CITY/TOWN  
FEDERAL NO.  
STATE NO.  
(Project Description)  
(UTILITY WORK)

FORCE ACCOUNT AGREEMENT

This Agreement is made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF NEW HAMPSHIRE, by its Department of Transportation, party of the first part, hereinafter called the "State", and \_\_\_\_\_ (Vendor # \_\_\_\_\_), a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of New Hampshire, party of the second part, hereinafter called the "\*".

This Agreement is made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF NEW HAMPSHIRE, by its Department of Transportation, party of the first part, hereinafter called the "State", and \_\_\_\_\_ (Vendor # \_\_\_\_\_), a municipally owned utility/municipality, party of the second part, hereinafter called the "\*".

WITNESSETH:

WHEREAS, the State has the approval of the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA), for a Federal-Aid \_\_\_\_\_ (Organization Code \_\_\_\_\_) Project, \_\_\_\_\_, for the construction of \_\_\_\_\_, in the City/Town of \_\_\_\_\_, County of \_\_\_\_\_, New Hampshire (NH), which construction necessitates the installation/relocation/replacement of \_\_\_\_\_ to the extent required to permit construction of the Project, and,

WHEREAS, the COMMISSIONER of the New Hampshire Department of Transportation (NHDOT), hereinafter called the "Commissioner", has prepared plans and specifications for such Project marked \_\_\_\_\_, which plans and specifications meet with the approval of the \* and are on file in the permanent records of said Department of Transportation, Concord, New Hampshire, and,

WHEREAS, the State is obligated to reimburse the \* for \_\_\_\_\_ relocation due to the \_\_\_\_\_ prior existence to the State Highway Facility, and,

WHEREAS, the State Attorney General's Office has issued its opinion that the State is obligated to reimburse the \* for the costs incurred for \_\_\_\_\_ on \_\_\_\_\_, covered by the Project construction, and,

WHEREAS, the State is obligated to reimburse the \* for certain costs in accordance with RSA 228:22 (trench, backfill, and book value), and,

WHEREAS, said \_\_\_\_\_ is/are located on \_\_\_\_\_ (a municipally maintained roadway), the taking of which is compensable in eminent domain and therefore the costs of the relocations are the responsibility of the Project, and, [FOR CITY OR TOWN PROJECTS]

WHEREAS, it has been determined that the cost of the \_\_\_\_\_ will be borne by the State/Project, and,

WHEREAS, the \*/State desires the \_\_\_\_\_ to be included as part of the Highway Contract, and,

WHEREAS, the \*/State desires the assistance of the State/\* in the installation/relocation/replacement of the aforementioned facilities,

NOW THEREFORE, in consideration thereof, the parties hereto mutually agree as follows:

1. [INSERT DESCRIPTION OF WORK AND BEGIN PARAGRAPH #'S.]

#. Underground conduit, pull boxes, transformer pads, pull ropes, {and} concrete light pole bases {, and traffic signal poles and appurtenances} will be furnished and installed by the State's Contractor.

**Method of Payment for Described Work:**

Actual Cost estimated at \$ \_\_\_\_\_ (Work Class Code \_\_\_\_\_) /> Lump Sum cost of \$ \_\_\_\_\_ (Work Class Code \_\_\_\_\_) /.

Fixed Cost estimate at \$ \_\_\_\_\_ (Work Class Code \_\_\_\_)/>/Lump Sum in the amount of \$ \_\_\_\_\_ (Work Class Code \_\_\_\_)/> [PSNH].

Actual Contractor's Bid estimate at \$ \_\_\_\_\_ (Work Class Code \_\_\_\_) [for an already bid upon project]

**Billing for Cost of Installation submitted to:**

Leonard Russell, Financial Reporting Administrator  
Bureau of Finance and Contracts  
New Hampshire Department of Transportation  
7 Hazen Drive, PO Box 483  
Concord, NH 03302-0483

**Detailed billing shall be submitted showing:**

- State Project Name & Number.
- Organization and Work Class codes.
- Brief description of work covered.
- Dates work was started & completed.
- Breakdown of quantities and costs for labor, equipment, materials and overhead expenses.
- Whether billing is partial or final.
- \_\_\_\_\_ bill or invoice number.
- Date of billing.

**Billing for Cost of Operation {of Lighting}: [USE 4-LINE ADDRESS]**

      Contact Person      ,       Title       /District        Engineer, Bureau of Highway  
Maintenance/Administrator, Bureau of Turnpikes  
      Company/Agency       /New Hampshire Department of Transportation/  
      Mailing Address        
      City/Town      ,       State             Zip Code      

**Billing for Cost of Operation of Traffic Signals: [USE 4-LINE ADDRESS]**

      Contact Person      ,       Title       /Administrator, Bureau of Traffic  
      Company/Agency       /New Hampshire Department of Transportation/  
      Mailing Address        
      City/Town      ,       State             Zip Code      

- #. The \* agrees to assist the State in the inspection of the work described in Paragraph \_\_\_\_\_ above and will bring to the attention of the State's Contract Administrator on the Project any deficiencies noted. The Contract Administrator shall require the Contractor to take corrective action as necessary to provide an acceptable installation.

- #. The work described in Paragraph \_\_\_ above is shown in greater detail on the approved plans and in the attached plans and estimates being made a part of this Agreement.
- #. The work described in Paragraph \_\_\_ above will be accomplished under the Highway Contract, in accordance with the Project plans and specifications. The State/\* agrees to reimburse the \*/State for the engineering and inspection services incurred in the \_\_\_\_\_. The \* agrees to accept the operation, use, and maintenance of the facilities, as constructed.
- #. The work described in Paragraph \_\_\_\_\_ above will be accomplished under the Highway Contract, in accordance with the plans and specifications for same, at no cost to the \*. The \* agrees to accept the operation, use, and maintenance of the facilities, as constructed.
- #. The work described in Paragraph \_\_\_ above will be accomplished under the Highway Contract, in accordance with the plans and specifications for same. The \*/State agrees to reimburse the State/\* for the actual costs (plus 10% construction engineering), and also agrees to accept the operation, use, and maintenance of the facilities, as constructed.
- #. The \* agrees to permit the State, its agents, and contractors to enter upon said premises, easement and land of the \* for the purpose of performing the work described in Paragraph \_\_\_ above.
- #. The work described in Paragraph \_\_\_ above, which will be done by \* forces and/or under an existing continuing contract and/or by competitive bid contract, is shown in greater detail on the approved plans and in the attached plans and estimates, said plans and estimates being made a part of this Agreement. Continuing contracts shall be defined as a written contract with \* and the contractor which periodically does work for the \*. The \* will have awarded the continuing contracts using a competitive bid process, the attached documentation of which being made a part of this Agreement. Competitive bid contracts must be solicited by the \* from at least three (3) contractors and authorized by the State before the work can be awarded.
- #. In order to assure a proper installation, the \* will inspect the Contractor's work of installing, relocating and/or adjusting the \*'s facilities as required by the Project. Any issue shall be brought to the attention of the State's Contract Administrator immediately and he/she shall resolve it.
- #. The \* agrees to coordinate the work hereinbefore described with the State's Project and also agrees to complete the work prior to or concurrently with the Project's completion date, provided the \* is not delayed by acts of God, strikes, or late delivery of critical materials.

- #. The \* agrees to coordinate the work hereinbefore described with the State's Project and also agrees to complete the utility relocation work prior to the Project's completion date and to avoid construction conflicts with the State's Contractor. [FOR TREE CLEARING AGREEMENTS]
- #. The \* agrees to perform the work hereinbefore proposed, in accordance with the plans mentioned above, including such additions or modifications hereafter approved, in writing, by the \* and the Commissioner. The amount of work to be performed by the \*, including any changes, shall be approved by the Commissioner and the duly authorized representatives of the Federal Government before the work is performed, and the \* shall be reimbursed therefore, as hereinafter provided, except that the cost of any such force account or contract work which is not approved as above indicated shall be borne by the \*.
- #. In accordance with the **BUY AMERICA** requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410), all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States. [INCLUDE THIS PARAGRAPH AND A – D BELOW ON A FEDERALLY FUNDED PROJECT WHERE UTILITY PERFORMS WORK]
- A. Products of steel include, but are not limited to, such products as structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail steel supports for signs, signals and luminaires, and cable wire/strand. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not subject to this clause, only the application process.
- B. A Certificate of Compliance (available at [www.NHDOT.com](http://www.NHDOT.com)) shall be furnished for steel and iron products as part of the backup information with the billing. Records to be maintained by the \* for this certification shall include a signed mill test report and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or non-payment of the work.
- C. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware

necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

- D. Upon completion of the project, the \* shall certify in writing as to compliance with this Section and also provide the total project delivered cost of all foreign steel and/or iron permanently incorporated into the work covered by this Agreement. The form for this certification entitled "Buy America Certificate of Compliance" can be found at [www.NHDOT.com](http://www.NHDOT.com).
- #. The \* agrees to notify the State of the starting and completion dates of the work hereinbefore described, and to provide the State's Contract Administrator on the Project with Utility Reports showing the work performed, the classes and hours of labor, equipment and materials used, and the disposition of the materials replaced, along with the time and place abandoned or scrapped materials will be available for inspection. The \* further agrees to complete the Utility Reports for work being done daily and deliver them weekly to the State's Contract Administrator or mail them to the New Hampshire Department of Transportation, Bureau of Construction/Turnpikes/Highway Design/Maintenance-District \_\_\_\_, 7 Hazen Drive/\_\_\_\_\_, PO Box 483/2950/\_\_\_\_\_, Concord/\_\_\_\_\_, NH 03302-0483/2950/\_\_\_\_\_, at the end of the week following that in which the work was performed. The \* and the State's Contract Administrator/Utility Coordinator shall resolve any possible discrepancies. The Utility Reports are not the basis for payment, but are needed for verification that the work was performed. [Send Utility Reports with Letter of Authorization]
- #. The \* agrees to aid in the inspection of the installation and backfill operations for the underground conduit and cables in order to assure a safe and proper installation of said conduit and cables.
- #. It is agreed that the \* will own and maintain the underground electrical cables and will provide service under the terms and conditions of its Tariff for Electric Service on file with the Public Utilities Commission with the cost of service being borne by the State.
- #. It is agreed that the \* will own and maintain the installations hereinbefore described, except as specified in Paragraph \_\_\_\_, and will provide service under the terms and conditions of its Tariff for Electric Service on file with the New Hampshire Public Utilities Commission, with the cost of service being borne by the New Hampshire Department of Transportation, Bureau of \_\_\_\_\_ / City/Town of \_\_\_\_\_ / \_\_\_\_\_ Company/Corporation/Department. The \* further agrees, in the interest of securing an adequate lighting installation for this Project and in order to meet Federal requirements concerning the investment of public funds, that should the \* or its

successors be unwilling to provide lighting service through such installations, the State will be paid by the \* or its successors an amount equal to the difference between (a) the then current salvage value of the facilities owned by the \* with respect to which the State made a contribution hereunder and (b) the cost of removal of such facilities; multiplied by the ratio of the State's payment hereunder to the total cost of such facilities.

A. The term of this specific Agreement (Outdoor Lighting Service) shall be for an initial period of one (1) year with automatic one (1) year extensions thereafter unless canceled by either party by giving to the other notice in writing at least thirty (30) days prior to the expiration of any contract year for luminaries.

#. It is further agreed that the State and/or City/Town will pay the \* the total excess cost of such facilities as specified under the special provisions of its Tariff for Electric Service and, in addition, the \* will be paid annually \_\_\_% (or the applicable percentage in effect at the time) of the excess cost to cover the operation and maintenance thereof. For the purposes of this paragraph, excess cost is defined as being the cost in excess of that which would have been incurred had the \*'s standard bracket arms been mounted on existing poles and supplied from existing conductors. These costs are included in the operational costs of the utility. [THIS PARAGRAPH SHOULD NOT BE PRESENT IN NHEC AGREEMENTS]

A. Excess cost for the new facilities described in Paragraph 1 above will be based on actual costs.

B. One twelfth (1/12) of the \_\_\_\_\_% annual charge (or applicable percentage in effect) of total excess cost will be included with the \*'s monthly billing for electric power.

C./A. The term of the specific Agreement (Operation and Maintenance Charge) shall be for an initial period of ten (10) years with automatic one (1) year extensions thereafter unless canceled by either party by giving to the other notice in writing at least thirty (30) days prior to the expiration of the initial period or any extension thereof.

[A., B. AND C. TO BE INCLUDED WITH UNITIL ENERGY SYSTEMS AGREEMENTS ONLY, OTHERWISE C/A. IS A.]

#. The State Agrees to reserve/obtain and/ or convey to the \* the right of easement as shown on the approved plans to accommodate the new/relocated \_\_\_\_\_ line. This constitutes the replacement of existing rights and facilities.

- #. Federal and State participation in the cost of the work done under this Agreement shall be computed on the basis of the provisions and regulations of 23 CFR, Part 645, Subpart A and/or Subpart B. The subject regulation, including all current amendments and/or revisions, is hereby made a part of this Agreement.
- #. The \* agrees to provide a payment to the Treasurer, State of New Hampshire, through:

Leonard Russell, Financial Reporting Administrator  
 Bureau of Finance and Contracts  
 New Hampshire Department of Transportation  
 7 Hazen Drive, PO Box 483  
 Concord, NH 03302-0483

in the amount of the bid costs {, minus the reimbursement amount,} for installing the \_\_\_\_\_ prior to the award of the Contract. The actual payment total required will be determined at the time of receipt of bids for the Project. Should the funds (approximately \$ \_\_\_\_\_) not be provided, the \_\_\_\_\_ work in excess of that length required to be relocated due to construction conflicts will be deleted from the Contract; and the \* will be billed for the costs of the required relocated length, minus State reimbursement.

[ALTERNATE WORDING FOR NEW INSTALLATION / IMPROVEMENT REQUESTED BY UTILITY.]

to reimburse the State for the total cost of the work described in Paragraph \_\_ above {with the exception of \_\_\_\_\_ estimated at \$ \_\_\_\_\_}. The State will be responsible for the cost to \_\_\_\_\_}. Payment must be received prior to the award of the Contract. The actual payment total required will be determined at the time of receipt of bids for the Project. The payment to be provided will consist of the sum of bid item totals related to the \_\_\_\_\_ work described in Paragraph \_\_ plus 10% for construction engineering. Should the funds (approximately \$ \_\_\_\_\_) not be provided, the work described in Paragraph \_\_ will be deleted from the Contract.

- #. Upon completion of the work, the State will compute the quantities and costs of items related to \_\_\_\_\_ installations/relocations/replacements, along with any additional required \_\_\_\_\_ installations/relocations/replacements needed to resolve construction conflicts, plus 10% for construction engineering. If these costs exceed the escrow amount, the State will bill the \* for the balance due. If they are less, the State will forward a check in the amount of the balance to the \*.
- #. Upon completion and acceptance by the State, of the installations hereinbefore described, the \* will own, maintain, and provide electrical power to the installed

equipment, including the luminaires, wiring, and light standards with bracket arms, except the State, its successors, or assigns, will own and maintain the conduits, pull boxes, {and} concrete light pole bases, {and traffic signal poles and appurtenances}.

- #. The facilities being replaced or adjusted are a segment of service, distribution, or transmission lines; therefore, no credits are due for accrued depreciation.
- #. Upon the receipt of satisfactory detailed invoices (with applicable credit shown for salvage or scrap, betterments, and accrued depreciation) without arbitrary percentage or lump sum addition for overhead expenses, the State agrees to reimburse the \* for the trench and backfill necessary to accomplish the work described in Paragraph(s) \_\_\_ above and for the book value of the facilities being retired. The amount of the payment shall be computed by the method shown in the attached estimate. However, the State shall be under no obligation to make payment for the costs of any work performed prior to the date the \* is authorized in writing by the Commissioner to proceed with such approved work, or whenever the \* violates the conditions set forth in this Agreement.
- #. Upon the receipt of satisfactory detailed invoices (with applicable credit shown for salvage or scrap, betterments, and accrued depreciation) without arbitrary percentage or lump sum addition for overhead expenses, the State agrees to reimburse the \* for \_\_\_% of the costs of labor, equipment, and materials to perform the work described in Paragraph(s) \_\_\_ above, said costs being estimated at \$\_\_\_\_\_. However, the State shall be under no obligation to make payment for the costs of any work performed prior to the date the \* is authorized in writing by the Commissioner to proceed with such approved work, or whenever the \* violates the conditions set forth in this Agreement.
- #. Periodic progress payments will be made to the \* upon presentation of invoices and substantiation of work performed (Utility Reports) provided the value of the work invoiced, other than the final invoice, is in excess of \$1,000.00.
- #. The \* shall submit a final invoice no later than two (2) months after completion of its work {and all charges are in, [FOR UNITIL ENERGY SYSTEMS ONLY]} on all lump sum projects, and six (6) months after completion of its work on all actual cost projects. Unless otherwise approved by the State in advance the \*'s work shall be completed no later than two (2) months after notification by the Department of Transportation that the State's construction Project is complete. Upon submission of the final invoice and issuance of the Final Audit of Agreement, no further charges will be accepted. The State will make payment to the \* after submission of progress or final invoices provided that all substantiating documentation has been submitted to the State for the work invoiced therein.
- #. The \* agrees to furnish a Certificate of Compliance from the manufacturer, along with its final invoice, certifying that the light poles described in this Agreement

conform to the requirements of the AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals", including revisions in effect on the date of this Agreement.

- #. The \* agrees to record the costs paid by the State for the aforementioned facilities and maintain related accounting records in accordance with applicable provisions of the {Cost Accounting Standards prescribed by the Cost Accounting Standards Board as defined in 48 CFR Chapter 99 / Uniform System of Accounts prescribed by the State/Federal Energy Regulatory Commission}, and the costs paid by the State for facilities covered by this Agreement and the corresponding current and cumulative depreciation amounts will be eliminated from the rate determination process.
  
- #. Upon the receipt of a final invoice, so marked, showing the dates the work was started and completed, the State agrees to reimburse the \* for the actual cost estimated at/agreed lump sum cost of \$ \_\_\_\_\_ as full compensation for costs of \_\_\_\_\_ complete. However, the State shall be under no obligation to make payment for the costs of any work performed prior to the date the \* is authorized in writing by the Commissioner to proceed with such approved work, or whenever the \* violates the conditions set forth in this Agreement.
  
- #. The State agrees to reimburse the \* in the amount of \$ \_\_\_\_\_ for trench and backfill according to the attached estimate. The State also agrees to reimburse the \* for the book value (original cost less allowable depreciation) of the \_\_\_\_\_ which will be retired, the amount of this payment being \$ \_\_\_\_\_, which is computed per the attached estimate. The \* agrees that these amounts, included in the payments described above, fulfill the State's obligation of RSA 228:22 (trench, backfill, and book value).
  
- #. All cost records of the \* pertaining to the Project will be subject at any time to inspection by representatives of the State and the Federal Government for a period of not less than three (3) years from the date final payment is received by the \*.

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

THE STATE OF NEW HAMPSHIRE  
Department of Transportation

Company/Municipality  
X

By: \_\_\_\_\_  
William J. Cass, P.E.  
Director of Project Development

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_ WJO

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



CITY/TOWN(S)  
FED. NO  
STATE NO  
(STREET/ROUTE NO)  
(RAILROAD COMPANY  
NAME - RAILROAD  
FLAGGING AND  
INSPECTION)

FORCE ACCOUNT AGREEMENT

This Agreement is made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the STATE OF NEW HAMPSHIRE, by its Department of Transportation, party of the first part, hereinafter called the "State", and \_\_\_\_\_ (Vendor # \_\_\_\_\_), a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of New Hampshire, party of the second part, hereinafter called the "Railroad".

WITNESSETH:

WHEREAS, the State has the approval of the Federal Highway Administration (FHWA), for a Federal-Aid \_\_\_\_\_ Project (Organization Code \_\_\_\_\_), PROJECT NAME, STATE NO, FED. NO, STREET/ROUTE NO, in the City/Town of \_\_\_\_\_, County of \_\_\_\_\_, New Hampshire (NH), which construction requires the Railroad to protect its tracks on the \_\_\_\_\_ Line to the extent required to permit construction of the project.

WHEREAS, the COMMISSIONER of the New Hampshire Department of Transportation (NHDOT), hereinafter called the "Commissioner", has prepared plans and specifications for such Project marked PROJECT NAME, STATE NO, which plans and specifications meet with the approval of the Railroad and are on file in the permanent records of said Department of Transportation, Concord, New Hampshire, and,

WHEREAS, the New Hampshire Department of Transportation, Bureau of Rail and Transit concurs with the aforementioned project and, (INCLUDE THIS PARAGRAPH ONLY ON STATE OWNED RAILROADS).

WHEREAS, the State desires the assistance of the Railroad in the rehabilitation of the aforementioned facilities,

NOW THEREFORE, in consideration thereof, the parties hereto mutually agree as follows:

1. The Railroad shall furnish the labor, materials, and equipment to perform the following:
  - A. Protect its property by whatever means deemed necessary.

- B. A Flagger shall be furnished for the protection of the Railroad's traffic, Said Flagger shall be at the expense of the Contractor. An Inspector shall be furnished for the protection of the Railroad's property, Said Inspector shall be at the expense of the State.
- C. Coordinate with the State's or Contractor Forces so it can provide proper and timely detours.
- D. Will strive to adjust its train schedule so as to allow as much time as possible for construction of said crossings.

**Work time estimate:**

Actual time estimated at \_\_\_\_\_ hours (Work Class Code \_\_\_\_\_)

**Detailed billing shall be submitted showing:**

- State Project Name & Number.
  - Organization and Work Class codes.
  - Brief description of work covered.
  - Dates work was started & completed.
  - Breakdown of quantities and costs for labor, equipment, materials and overhead expenses.
  - Whether billing is partial or final.
  - RAILROAD COMPANY NAME bill or invoice number.
  - Date of billing.
2. The State shall accordingly furnish the labor, materials, and equipment for the following work:
    - A. Installation of protective screening and partial and full deck repairs as shown on the plans and estimates.
    - B. Maintenance of highway traffic. This work will consist of providing competent flagmen with vests, furnishing, erecting and maintaining traffic signs and delineators at the required locations. Maintaining a detour, should one be established, including signing, lighting, etc.
  3. The Railroad agrees that the State may let a contract or contracts for the construction of the work described in Paragraph 2 above.
  4. The work described in Paragraph 1 above, which will be done by Railroad forces is shown in greater detail, along with the lines of work, on the approved plans, specifications and in the attached estimates, said plans, specifications and estimates being made a part of this Agreement. The Railroad may engage a

qualified consultant to perform their required services and may have any required maintenance-of-way performed under an existing continuing contract and/or by competitive bid contract. Continuing contracts shall be defined as a written contract with the Railroad and the contractor, which periodically does work for the Railroad. The Railroad will have awarded the continuing contracts using a competitive bid process, the attached documentation of which being made a part of this Agreement, and in compliance with 23 CFR 646.216 (f). Contracts must be authorized by the State before work can be awarded.

5. The Railroad agrees to notify the State of the starting and completion dates of the work hereinbefore described, and to provide the State's Contract Administrator on the Project with Utility Reports showing the work performed, the classes and hours of labor, equipment and materials used, and the disposition of the materials replaced, along with the time and place abandoned or scrapped materials will be available for inspection. The Railroad further agrees to complete the Utility Reports for work being done daily and deliver them weekly to the State's Contract Administrator or mail them to the New Hampshire Department of Transportation, Highway Design 7 Hazen Drive, PO Box 483 Concord, NH 03302-0483 at the end of the week following that in which the work was performed. The Railroad and the State's Contract Administrator/Utility Coordinator shall resolve any possible discrepancies. The Utility Reports are not the basis for payment, but are needed for verification that the work was performed.
6. The Railroad agrees to permit the State, its agents, and contractors to enter upon said right of way and land of the Railroad for the purpose of performing the work described in Paragraph 2 above and as shown on approved plans.
7. The Railroad agrees to coordinate the work hereinbefore described with the State's Project and also agrees to complete the work prior to or concurrently with the Project's completion date, provided the Railroad is not delayed by acts of God, strikes, or late delivery of critical materials.
8. The Railroad agrees to perform the work hereinbefore proposed, in accordance with the plans mentioned above, including such additions or modifications hereafter approved, in writing, by the Railroad and the Commissioner. The amount of work to be performed by the Railroad, including any changes, shall be approved by the Commissioner and the duly authorized representatives of the Federal Government before the work is performed, and the Railroad shall be reimbursed therefore, as hereinafter provided, except that the cost of any such force account or contract work which is not approved as above indicated shall be borne by the Railroad.
9. As defined in the 23, CFR 646.210 (b) (1) there is no Railroad benefit; therefore, no contribution from the Railroad is required.

10. All cost records of the Railroad pertaining to the project will be subject at any time to inspection by representatives of the State and Federal governments for a period of not less than three years from the date final payment is received by the Railroad.
11. The Railroad agrees to make the necessary changes in its facilities to the extent required to permit the construction of the project; also agrees to construct such facilities in addition to those provided in the contract as may be needed for maintaining traffic during such changes in its facilities and the construction of said project in accordance with and as shown in more detail upon the above described plans.
  - A. The work to be done by the Railroad to accomplish the above described changes shall consist of the following: furnish labor, materials and equipment for (1) Preliminary Engineering (\*); (2) Office Engineering (\*); (3) Field Engineering and Supervision (\*); (10) Accounting (\*);  

(\*) Construction Department
  - B. An itemized estimate of the cost of the work, including materials to be furnished by the Railroad is attached hereto and made a part of this Agreement. Reimbursement, however, will be on an actual cost basis, the work being shown in greater detail on the State and Railroad's plans.
  - C. All work shall be performed in a good, workman like manner under competent, experienced supervision, per current railway engineering and construction practice.
12. Federal and State participation in the cost of the work done under this Agreement shall be computed on the basis of the provisions and regulations of the 23 CFR 646 and 23 CFR Part 140, Subpart I. The above-mentioned code, including all current amendments and/or revisions, is hereby made a part of this Agreement.
13. Upon the receipt of satisfactory detailed progress vouchers, or one final voucher, with applicable credit shown for salvage, or scrap and betterments, the State agrees to reimburse the Railroad for the cost of preliminary engineering, and for all labor, including flagging, and materials furnished to perform the work as described in the previous paragraphs and as shown on the approved plans, also for maintaining railroad traffic during the construction of this project and for such engineering expenses as are necessary for the general protection of the Railroad's property and operations during construction. Payment shall be made by the State to the Railroad within sixty (60) days after completion and acceptance of the work by the State. However, the State shall be under no obligation to make payment for the costs of any work for which Utility Reports are not submitted in accordance with Paragraph 5 above or any work, other than preliminary engineering, performed prior to the date the Railroad is authorized, in writing, by the State to proceed with such approved work or whenever the Railroad violates the conditions set forth in this Agreement.

- 14. Both parties agree that this project is a joint project between the State and the Railroad, therefore, both parties will cooperate fully to the extent possible to pursue said project to completion.

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

THE STATE OF NEW HAMPSHIRE  
Department of Transportation

RAILROAD COMPANY NAME

By: \_\_\_\_\_  
William J. Cass, P.E.  
Director of Project Development

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Signature)

\_\_\_\_\_ WJO

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)