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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Commissioner's Office
May 25, 2021

REQUESTED ACTION

Authorize the Department of Transportation enter into an agreement with the Town of Bartlett (Vendor #159465) for an amount totaling $ 46,140.89 to provide funding as the Department's share toward a Natural Resources Conservation Service (USDA NRCS) funding project to make storm damage repairs along the Rocky Branch river from damages incurred during the October 2017 storm (FEMA DR 4355), effective upon Governor and Council approval. 100% Other Funds.

Funds to support the request are available in the following account in Fiscal Year 2021:

	FY 2021
04-96-96-963015-3039 Betterment 400-500870 Highway Contract Payments	$46,140.89

EXPLANATION

The Town of Bartlett worked with the NRCS and HEB Engineers to design and implement a project to make repairs and stabilize the embankment of the Rocky Branch river north of US Route 302 in the Town of Bartlett. This section of river has experienced flooding from a number of high water events in recent years including the October 2017 High wind and flooding event FEMA DR 4355. The Town requested assistance from the Department of Transportation in funding a portion of the Town's 25% match for federal project funding given the proximity of US 302 and the benefit to reducing future erosion around the bridge abutments. The project is immediately north and upstream of the US 302 bridge over the Rocky Branch River and the Department acknowledges the benefits to protecting the integrity of the bridge and flooding of US 302 during future storm events. The construction of this project is intended to reduce future high water level impacts to adjacent property including the Highway and associated bridge.

The Town applied for and received NRCS/FEMA funding. They retained a Consulting Engineer (HEB Engineers) to design the mitigation measures and the project has been constructed. Authorization is requested to allow the Department to enter into this agreement with the Town of Bartlett to participate in the funding of the non-federal match requirement. Total cost of the project is $257,592.00. The federal funding participation is $188,725.00 (75%), with the remaining $68,867.00 (25% match) from the Department in the amount of $46,140.89 (2/3 of match) and the Town in the amount of $22,726.11 (1/3

of match). The Department will fund the request using Betterment funds targeted for Drainage improvements.

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

Your approval of this submission is respectfully requested.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

PROJECT AGREEMENT
FOR

BARTLETT

US Route 302 Bridge over the Rocky Branch River - Riverbank repair and stabilization at the

THIS AGREEMENT, executed in ***triplicate***, made and entered into this 26 day of May, 2024, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, herein-after called the "DEPARTMENT", and the TOWN OF BARTLETT, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that,

WHEREAS, the PROJECT SPONSOR, following an October 2017 storm event (FEMA – DR 4355) has worked to secure a federal Natural Resources Conservation Service (USDA NRCS) grant to design and implement storm damage repairs and stabilization/armoring along the Rocky Branch River at the US 302 bridge crossing; and

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that the project will prevent future erosion around the US 302 bridge abutments and potential flood damage along US 302; and

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

WHEREAS, the DEPARTMENT has agreed, in recognition of the benefit to US 302 and consistent with other municipal assistance on storm damage FEMA Grants, to participate in the project with funding 2/3 of the Town's 25% non-federal required match to the federal grant funds as follows:

Construction cost	Federal funds (75%)	NHDOT (2/3 of 25%)	Town (1/3 of 25%)
$257,592.00	$188,725.00	$46,140.89	$22,726.11

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

I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies.

B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project.

C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements during the project and once the work under this AGREEMENT is completed. At Project completion, the DEPARTMENT will have no maintenance responsibility.

D. The PROJECT SPONSOR shall submit invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to construction contractors for the performance of the riverbank work set forth and agreed upon. The invoice structure shall include details of work completed consistent with the drainage and pavement work previously approved. 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 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.

F. 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 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.

C. That the PROJECT SPONSOR agrees to complete the Project by July 1of 2021, 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. This AGREEMENT is contingent approval from the Governor and Council.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: Victor F. Sheehan
Commissioner
Department of Transportation

TOWN OF BARTLETT

By: H. H. Chandler
Town of Bartlett
Title: Chair Bd of Selectmen

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

_____.

NH Attorney General

Signature

EMILY C. GOERING

Name

AAG

Title

Authorized to enter into Agreement as approved by Governor and Council on:

Secretary of State

Dated