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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Executive Office
October 5, 2022

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

REQUESTED ACTION

Authorize the Department of Transportation (NHDOT) to enter into a Maintenance Agreement, with the City of Concord, for up to \$40,000.00 over eight years. The Agreement will be effective upon Governor and Executive Council approval through May 30, 2030. 100% Reimbursable Maintenance and Repairs funds.

The annual revenue will be credited in:

	<u>FY 2023</u>
04-096-096-960515-3031-402596	
Reimbursable Maintenance and Repairs	\$5,000.00

EXPLANATION

The Department owns and maintains a roadway referred to as the I-393 Extension/Route 202 which generally runs to the west of the Interstate 93 Exit 15 ramps to North Main Street in the City of Concord. The section of highway includes a sidewalk that provides access to the Friendly Kitchen located at 2 South Commercial Street in the City of Concord. The Department does not typically maintain sidewalks and the City of Concord does not accept responsibility for this section of sidewalk along a State road.

The Maintenance Agreement provides for the Department to maintain the sidewalk through a third party and the City of Concord to participate in the cost, up to \$5,000.00 per year. The Department and the City agree that either party may terminate the agreement between May 1 and August 1 of any year upon 30 days advance written notification.

This agreement has been approved by the Attorney General's Office as to form, substance and execution and the Department has certified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

We respectfully request your approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

**MAINTENANCE AGREEMENT BETWEEN THE CITY OF CONCORD AND THE
STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
RELATIVE TO THE SIDEWALKS ON THE I-393 EXTENSION**

This AGREEMENT effective this 1st day of November 2022, between the City of Concord hereinafter referred to as the "CITY" and the State of New Hampshire Department of Transportation hereinafter referred to as the "STATE." The STATE and the CITY are collectively referred to as "the Parties."

WHEREAS, the STATE owns and maintains a roadway referred to as the I-393 Extension/Route 202 ("393 Extension") which generally runs to the west of the Interstate 93 Exit 15 ramps to North Main Street in the City of Concord;

WHEREAS, there exists sidewalks on the eastbound side of the 393 Extension ("Sidewalk");

WHEREAS, the STATE and the CITY understand that the Sidewalk benefits the Friendly Kitchen located at 2 South Commercial Street in the City of Concord;

WHEREAS, the Parties seek to ensure removal of snow and ice from the Sidewalk during the winter season, until a long term resolution of this dispute is determined;

Now therefore, the STATE and the CITY hereby agree as set forth below:

- 1.) The STATE agrees to remove snow and ice from the Sidewalk and treat the Sidewalk with sand and deicing chemical during the winter months from November 1 through April 30 of each year the agreement is in place.
- 2.) The STATE's agreement to remove snow and ice from the Sidewalk and treat the Sidewalk with deicing chemicals may be assigned to a third party.
- 3.) In consideration of the STATE's agreement to remove snow and ice on the Sidewalk and treat the Sidewalk with deicing chemicals, and to the extent that the STATE contracts with a third party to perform this work, the CITY shall pay the costs for a third party to perform the snow and ice removal and the deicing chemicals treatment of the Sidewalks, which shall not exceed \$5,000. Further, should the STATE contract with a private, non-State of NH entity third party to perform the work, the STATE shall require the third party to maintain general liability insurance, naming the City as an additional insured in an amount not less than \$1,000,000 per incident or occurrence and \$2,000,000 in the aggregate, and comprehensive automobile liability insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, naming the City as an additional insured. In addition, the STATE shall require the third party to maintain worker's compensation coverage with NH statutory limits for each accident, commercial general liability in an amount not less than \$1,000,000 per incident or occurrence and \$2,000,000 in the aggregate.
- 4.) This Agreement shall not be construed in any manner as an admission of responsibility for the maintenance of the sidewalks or of liability by either party with respect to the removal of snow and ice from and/or deicing chemicals treatment of the Sidewalk.
- 5.) The STATE and the CITY agree to meet before the expiration of this Agreement to discuss a long term maintenance and/or renovation plan for the Sidewalk.

- 6.) The STATE and the CITY agree that either party may terminate the agreement between May 1 and August 1 of any year upon 30 days advance written notification.
- 7.) This Agreement expires on May 30, 2030.

Natasha Field
Witness

**The State of New Hampshire
Department of Transportation**

By: Victoria F. Sheehan

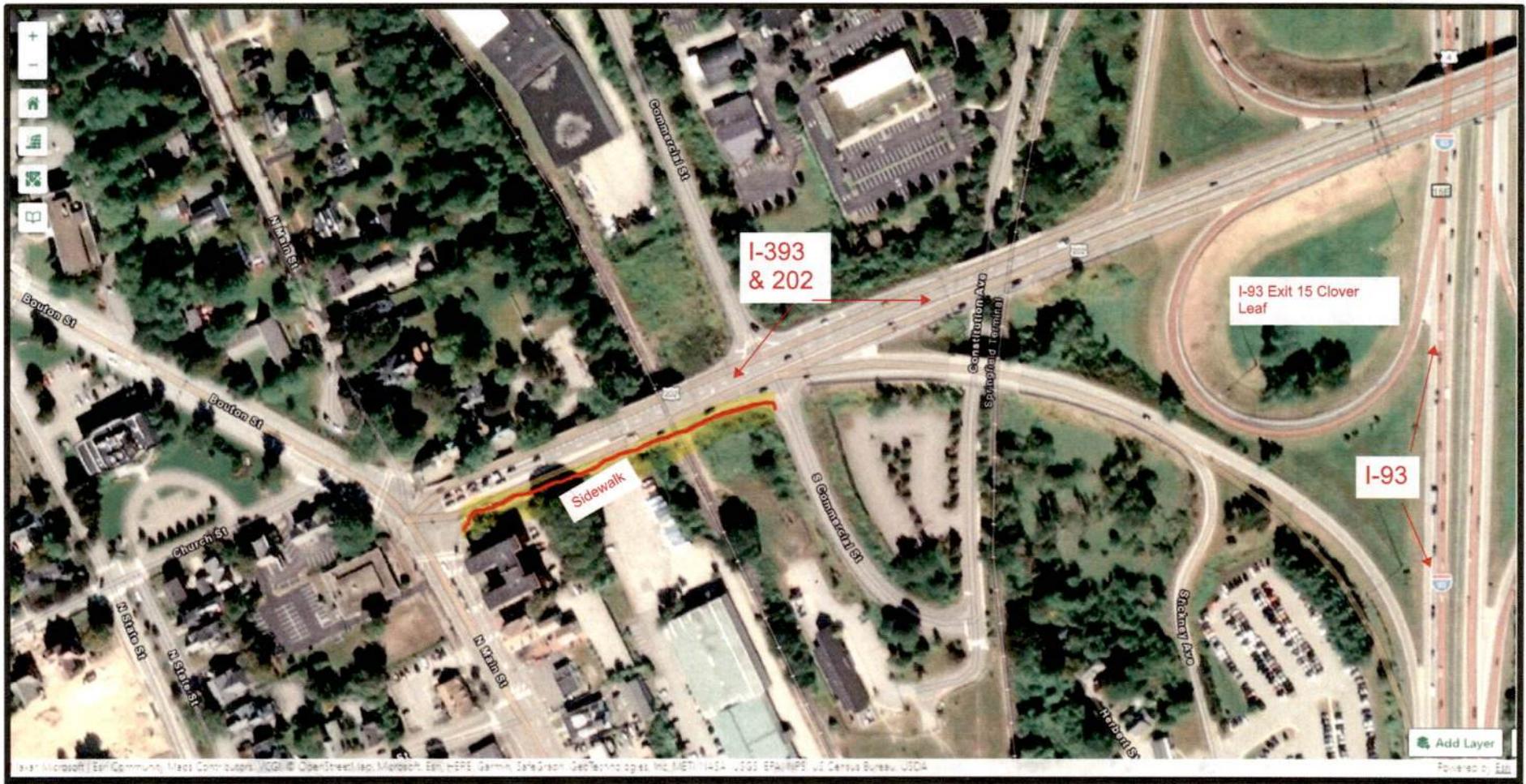
Name: Victoria Sheehan
Title: Commissioner
Duly Authorized

Suzanne M. Stevens
Witness

City of Concord, New Hampshire

By: Thomas J. Aspell, Jr.

Name: Thomas J. Aspell, Jr.
Title: City Manager
Duly Authorized



Red line that is highlighted in yellow indicates the area containing sidewalk to be cleared on the I-393 / 202 Extension, in the general area of the west side of the clover leaf for Exit 15 for I-93 Concord, New Hampshire