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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Executive Office
October 15, 2024

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with the Town of Plymouth (vendor # 159942) for the Town to reconstruct a portion of state-owned and maintained US Route 3, from Warren Street to Highland Street approximately 0.3 miles. The Department will contribute up to \$37,500 of Betterment funds for pavement improvements to this section of road, effective upon Governor and Council approval through May 31, 2025. (100% Betterment Funds)

Funds to support this request are available in the following account in Fiscal Year 2025:

Funding is available as follows:	<u>FY 2025</u>
04-96-96-963015-3039 Betterment	
400-500870 Highway Contract Payments	\$37,500

EXPLANATION

The Town of Plymouth, in coordination with the Plymouth Village Water and Sewer District, planned a significant utility project including stormwater drainage and sidewalk reconstruction along a portion of US Route 3, generally between the intersections of Warren Street and Highland Street. The Department's maintenance responsibility on this segment is for the travel lanes only from white line to white line, with the remainder of the highway including curbing, sidewalks, drainage and parallel parking being the Town of Plymouth's responsibility. As part of this reconstruction, the roadway was to be significantly impacted. The Department planned a resurfacing project to coincide with the completion of the town work, which was subsequently put on hold due to scheduling conflicts and delays to the start of the Town's drainage project.

The Town agreed to pave the affected portion of US Route 3 at the completion of their project, provided the Department will contribute an amount not to exceed \$37,500 towards placement of the final wearing course pavement on the travel lanes as needed. The reimbursement will be for actual costs incurred by the Town for this paving work based on contract pricing.

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.

It is respectfully requested that this item be approved.

Sincerely,

A handwritten signature in black ink, appearing to read "William Cass".

William J. Cass, P.E.
Commissioner

Attachment

**PROJECT AGREEMENT
FOR**

TOWN OF PLYMOUTH

US Route 3 from Warren Street north to Highland Street

THIS AGREEMENT, executed in *triplicate*, made and entered into this ^{24th} day of September, 2024, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, herein-after called the "DEPARTMENT", and the TOWN OF PLYMOUTH, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to reconstruct and repave US Route 3 in the town of Plymouth is an eligible project; and

WHEREAS, the DEPARTMENT has established Project #44863 (the "Project") for the aforesaid project in the amount not to exceed thirty-seven thousand, five hundred dollars (\$37,500.00) and

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

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

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

I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies.
- 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 the maintenance of the Project during construction. Nothing in this agreement is meant to alter the existing maintenance responsibilities of the DEPARTMENT, the PROJECT SPONSOR, or the Town of Plymouth, for their respective portions of infrastructure, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, during the project and once the work under this AGREEMENT is completed.

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

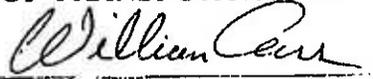
III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:

- A. That the DEPARTMENT agrees to reimburse the PROJECT SPONSOR for actual costs incurred in paving final wearing course pavement on the travel lanes approximately between Warren Street and Highland Street as shown on the approved construction plans.
- B. 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.
- C. 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.

- D. That the PROJECT SPONSOR initiated design of the Project in 2017 and agrees to complete the Project by November 1 of 2024, 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.
- E. This AGREEMENT is contingent approval from the Governor and Council. This AGREEMENT shall expire upon final payment to the Town of Plymouth or May 31, 2025, whichever occurs first.

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

By:



William Cass, Commissioner
Department of Transportation

TOWN OF PLYMOUTH

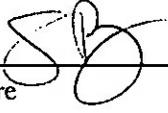
By:



Scott Weden, Town Manager
Town of Plymouth

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

New Hampshire
Department of Transportation

Signature 

Name Samuel Burges

Title Assistant Attorney General

NH Attorney General

Governor and Council
Approval

Secretary of State

Dated