



TOWN COUNCIL – AGENDA REQUEST FORM

THIS FORM WILL BECOME PART OF THE BACKGROUND INFORMATION USED BY THE COUNCIL AND PUBLIC

Please submit Agenda Request Form, **including back up information**, 8 days prior to the requested meeting date. **Public Hearing requests must be submitted 20 days prior to the requested meeting date to meet publication deadlines** (exceptions may be authorized by the Town Manager, Chairman/Vice Chair).

MEETING INFORMATION

Date Submitted: June 14, 2018 Date of Meeting: June 28, 2018
 Submitted by: Jennifer Reczek Time Required: 20 minutes
 Department: NH Dept. of Transportation Background Info. Supplied: Yes No
 Speakers: Jennifer Reczek, Project Manager

CATEGORY OF BUSINESS (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Appointment:	<input type="checkbox"/>	Recognition/Resignation/Retirement:	<input type="checkbox"/>
<i>Public Hearing:</i>	<input type="checkbox"/>	Old Business:	<input type="checkbox"/>
New Business:	<input checked="" type="checkbox"/>	Consent Agenda:	<input type="checkbox"/>
Nonpublic:	<input type="checkbox"/>	Other:	<input type="checkbox"/>

TITLE OF ITEM

Update on NH101A widening project

DESCRIPTION OF ITEM

Design for this project has resumed and the Department is working toward a Public Hearing in fall 2018. The purpose of attending this meeting is to present the Town Council with a review of the project, which was initiated in 2010 and presented at a Public Informational meeting on July 27, 2015. This project also includes intersection improvements at Boston Post Road and Craftsman Lane. A draft agreement that will grant the Department the authority to manage this work on Town roads has been provided for review and comment by the Town.

REFERENCE (IF KNOWN)

RSA:		Warrant Article:	
Charter Article:		Town Meeting:	
Other:	NHDOT Project Merrimack 10136D	N/A:	

EQUIPMENT REQUIRED (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Projector:	<input checked="" type="checkbox"/>	Grant Requirements:	<input type="checkbox"/>
Easel:	<input type="checkbox"/>	Joint Meeting:	<input type="checkbox"/>
Special Seating:	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Laptop:	<input checked="" type="checkbox"/>	None:	<input type="checkbox"/>

CONTACT INFORMATION

Name: **Jennifer Reczek** Address: **7 Hazen Dr., PO Box 483,
Concord, NH 03302-0483**

Becky Thompson

From: Reczek, Jennifer <Jennifer.Reczek@dot.nh.gov>
Sent: Thursday, June 14, 2018 4:29 PM
To: Becky Thompson
Subject: Request to be placed on Town Council agenda
Attachments: town_council_agenda_request_06282018.doc; 10136D Municipal Agreement draft 06142018.doc; mwza.docx

Hi Becky,

I have completed the agenda request form, with the exception of category of business, please put me in the place that makes the most sense. As discussed this morning, I will be providing a brief history of the project, explaining the work that we are proposing and giving a look at our future schedule.

The two things that I am looking for input from the council on are whether or not they would like another Public Informational meeting held ahead of the Public Hearing and any input on the draft municipal project agreement that I have attached. This does not have to be the final version, I will be happy to answer any questions and take comments about potential revisions. The Municipal Work Zone Agreement is a standard agreement that the Department requests when we have an upcoming project in a Town of City. It that acknowledges our ability to control traffic in construction work zones, and is referenced in the larger project agreement.

Please let me know if you need any additional information from me.

Thank you,
Jennifer

Jennifer E. Reczek, P.E.
Project Manager
NH Department of Transportation
7 Hazen Drive, P.O. Box 483
Concord, NH 03301-0483
603-271-3401
Jennifer.Reczek@dot.nh.gov

**PROJECT AGREEMENT
FOR
MERRIMACK
X-A001(256), 10136D
WIDENING OF NH 101A AND IMPROVEMENTS AT CRAFTSMAN LANE**

THIS AGREEMENT, executed in *duplicate*, is made this _____ day of _____, 2018 by and between the State of New Hampshire, Department of Transportation, hereinafter called the "DEPARTMENT", and the Town of Merrimack, hereinafter called the "TOWN".

WITNESSETH that,

WHEREAS, the DEPARTMENT intends to construct a project in Merrimack along NH 101A, currently identified as a federally-funded roadway project, Merrimack 10136D, which includes widening and overlay of NH Route 101A from Boston Post Road through the Continental Boulevard intersection, improvements to the intersection of Craftsman Lane and Boston Post Road, and construction of sidewalks, which are a primary benefit to the community and adjoining neighborhoods (hereinafter called the "PROJECT"); and

WHEREAS, Boston Post Road and Craftsman Lane are Town streets; and

WHEREAS, DEPARTMENT maintenance forces, by policy and practice, do not maintain sidewalks;

WHEREAS, this project has been included in the 2019-2028 Ten-Year Plan; and

WHEREAS, the costs associated with NH Route 101 improvements are currently estimated at \$6.3 million in fiscal year 2020; and

WHEREAS, all costs for the Project as described above, other than those related to relocation of utilities as outlined in the DEPARTMENT'S Utility Accommodation Manual, are the responsibility of the DEPARTMENT.

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT

1. The DEPARTMENT shall construct project Merrimack 10136D, widening of NH 101A and improvements to the intersection of Craftsman Lane and Boston Post Road. All work associated with construction of these facilities will be in accordance with DEPARTMENT specifications.
2. The DEPARTMENT will assume control and management of the Engineering, Right-of-way appraisals and acquisitions, environmental efforts including any necessary permitting, and Construction of this project.
3. The DEPARTMENT may be required to conduct a Public Hearing in accordance with

TOWN. The DEPARTMENT will consider all input, but has the ultimate approval authority.

6. The TOWN will, at its own cost, be responsible to provide for the year round maintenance, including snow removal, of the existing roadway and other transportation facilities within the Town right-of-way, in accordance with the TOWN's policies and practices, until construction begins and during winter shut-down periods.
7. The TOWN agrees that all utility locations, as verified at the beginning of the project, shall not be altered unless changes are made according to any applicable licensing procedure of the TOWN. Any changes to TOWN or private utilities within the work area must be coordinated with the DEPARTMENT.
8. The TOWN shall, at its own cost, provide or cause to provide for the future maintenance of the reconstructed roadway, sidewalks and other transportation facilities indicated above within the Town Right-of-way and all other sidewalks constructed as part of this project, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed.
9. The TOWN will, at its own cost and expense, operate and maintain all existing lighting and any new lighting that may be installed as part of the project within the Town right-of-way.
10. The TOWN will be responsible for the all costs and expense required to install, operate and maintain work items, such as ornamental landscaping, within or adjacent to the Town Right-of-way, beyond what is required to perform the work shown on the Public Information Plan dated July 24, 2015.
11. Engineering considerations are vital to proper maintenance and operation of these improvements, and future operational adjustments may be necessary due to changed traffic conditions, technical advances or emergency situations. The TOWN agrees that no changes will be made without prior approval of the DEPARTMENT and Federal Highway Administration.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE TOWN:

12. The TOWN delegates to the Commissioner of the New Hampshire Department of Transportation the authority to control traffic within the construction zones of this project. The Department will coordinate with the TOWN to solicit input on the Traffic Control Plans. This will be memorialized as a separate Municipal Work Zone Agreement.
13. The engineering design for the project will be in accordance with applicable Federal and State standards. It is understood that modifications may be required to the current design based on changes in current traffic patterns, environmental regulations and other requirements.
14. Should the DEPARTMENT be unable to negotiate a settlement for property necessary to construct the improvements at the Craftsman Lane and Boston Post Road intersection, the

16. This agreement is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the TOWN. Such termination shall relieve the DEPARTMENT and the TOWN from obligations under this AGREEMENT after the termination date.
17. As the project is finalized, should the scope of the project result in costs exceeding the amount budgeted, the DEPARTMENT and TOWN agree to review the project costs for consideration of additional funding needs and determine the appropriate funding sources.
18. The TOWN 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 carrying out the provisions of this agreement. Notwithstanding the foregoing, nothing herein contained, shall be deemed to constitute a waiver of the sovereign immunity of the STATE or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this agreement.
19. This agreement is effective as of _____, 2018, although executed at a later date. This agreement constitutes the entire agreement between the parties regarding the subject matter herein, and supersedes and replaces all previous agreements, whether written or oral, pertaining to the subject matter hereof. Any changes to this agreement must be made by written amendment executed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of Merrimack, New Hampshire, on this ____ day of _____, 2018, and the New Hampshire Department of Transportation on this ____ day of _____, 2018.

**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

TOWN OF MERRIMACK

BY: _____
Victoria F. Sheehan
Commissioner

BY: _____
Chairman, Town Council
Town of Merrimack

Date:

Authorized to enter into Agreement
as approved by Governor and Council

**MUNICIPAL WORK ZONE AGREEMENT
FOR
MERRIMACK
STATE PROJECT: 10136D
FEDERAL PROJECT: X-A001(256)**

THIS AGREEMENT, executed in *duplicate*, made and entered into this ____ day of _____, 2018, between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT" and the City/Town of MERRIMACK, hereinafter called the "TOWN."

WITNESSETH that,

WHEREAS, the DEPARTMENT will construct a project in Merrimack along NH 101A, which includes widening and overlay of NH Route 101A from Boston Post Road through the Continental Boulevard intersection and improvements to the intersection of Craftsman Lane and Boston Post Road;

WHEREAS, The State Legislature has delegated the Commissioner of the DEPARTMENT with full authority to control traffic in highway/bridge construction work zones on Class I, II, and III highways; RSA 228:21, 236:1, and 228:37;

WHEREAS, The Department intends to use a combination of flaggers and/or uniformed officers, as appropriate, to control traffic and ensure public and worker safety; and

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

- A. The DEPARTMENT shall construct project Merrimack 10136D, widening of NH 101A and improvements to the intersection of Craftsman Lane and Boston Post Road in the TOWN.
- B. The DEPARTMENT will be responsible for the management and operation of the highway throughout the duration of the construction of the project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the project.
- C. The Department, as of April 1, 2013, will only compensate for the use of police officers that have successfully completed an NHDOT approved course on the Safe and Effective Use of Law Enforcement in Work Zones

IN WITNESS WHEREOF, the parties here have affixed their signatures, the City/Town of MERRIMACK, New Hampshire, on this ____ day of _____, 2018; The Department of Transportation on this ____ day of _____, 2018.

**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

CITY / TOWN OF MERRIMACK

By: _____
Director of Project Development

By: _____
Chairman, Town Council

cc: Police Chief

January 19, 2018