



TOWN OF MERRIMACK INTER-DEPARTMENT COMMUNICATION

DATE: March 29, 2024

AT (OFFICE): DPW Administration

TO: Paul Micali, Town Manager

FROM: Dawn B. Tuomala, PE, LLS, CWS
DPW Director

RE: **Beals Road Bridge Reconstruction (Bedford)**
Sign Contract(s) & to
Release Funds up to \$9,000 from the Roads Infrastructure Capital Reserve Funds

The Town of Bedford is moving forward with the upgrade to the Beals Road Bridge. The bridge falls under the State Red Listed Bridges and needs to be replaced. The bridge is split between Bedford and Merrimack. At our request the Town of Bedford had the Town Line surveyed so that we could prove exactly how much of the bridge falls within the Town of Merrimack. Please see the attached plans.

It was determined that 3% of the bridge itself falls within the Town of Merrimack. We will also be responsible for the future maintenance of this part of the bridge and for one of the three abutments since it is located within Merrimack. We will also be responsible for the sections of guard rail, potholes and line striping that fall within Merrimack. Therefore, we will be responsible for 15% of the both Towns portion of the 20%. The Town of Bedford will be responsible for the remaining 85% of the 20% portion.

The Construction and Construction Engineering (CE) for the bridge is being funded 100% from NH Department of Transportation (NH DOT). This leaves the Towns of Bedford and Merrimack paying for the Engineering Phase (PE) and any Right of Way (ROW) acquisitions on the project. The State is paying for 80% of the PE and ROW while the Towns of Bedford and Merrimack will be paying for the remaining 20% of those costs. The bottom line is that the Town of Merrimack is responsible for PE costs totaling \$7,461.89. The ROW drainage and slope easements dollar amount is being negotiated now and has yet to be determined. This is anticipated to be less than \$1,500 total therefore the total amount being requested is \$9,000 or less.

We would like to request that the Town Manager be able to sign any documents pertaining to the project and to be able to expend a maximum of \$9,000 from the Roads Infrastructure Capital Reserve Fund.

Should you have any questions please let me know,

Dawn

CC: File

AGREEMENT
BETWEEN
TOWN OF BEDFORD, NEW HAMPSHIRE
AND
TOWN OF MERRIMACK, NEW HAMPSHIRE

**RELATIVE TO
THE BEALS ROAD BRIDGE RECONSTRUCTION PROJECT
AND SHARING THE COSTS THEREOF**

WHEREAS, the Town of Bedford, New Hampshire (“Bedford”) is a municipal corporation duly organized and existing under and in accordance with the laws of the State of New Hampshire, having a mailing address of 24 N. Amherst Road, Bedford, New Hampshire 03110; and

WHEREAS, the Town of Merrimack, New Hampshire (“Merrimack”) is a municipal corporation duly organized and existing under and in accordance with the laws of the State of New Hampshire, having a mailing address of 6 Baboosic Lake Road, Merrimack, New Hampshire 03054; and

WHEREAS, the New Hampshire Department of Transportation (“NHDOT”) has determined that a project for the reconstruction of the Beals Road Bridge, which spans Baboosic Brook and the municipal boundary between Merrimack and Bedford, is an eligible project for funding under the NHDOT’s MOBIL funding program (Project No. 24217); and

WHEREAS, the NHDOT has established Transportation State Project #24217 [the “Project”, also known as Federal Project X-A005(212)] with an estimated budget of approximately Two Million Three Hundred and Fifty-Nine Thousand Dollars (\$2,359,000), of which one hundred percent (100%) of Construction and Construction Engineering costs and eighty percent (80%) of all Design Engineering (to include Engineering Study, Preliminary Engineering, Final Design, Bid Support), and all Right-of-Way (Engineering & Acquisition) costs will be paid by NHDOT and/or the Federal government, and the remaining twenty percent (20%) of Design Engineering and Right-of-Way costs will be paid by Bedford and Merrimack, on a pro-rata basis; and

WHEREAS, Bedford and Merrimack each intend to enter into a Three-Party Project Agreement with the NHDOT for Project No. 24217, which defines the duties and responsibilities of each municipality and the NHDOT; and

WHEREAS Bedford and Merrimack desire to work together to accomplish said Project and to receive said funds from NHDOT and/or the Federal government.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Bedford shall designate a project manager (“Project Manager”), with the requisite experience and qualifications to manage the details of the Project. This position will be filled by the Assistant Director of the Department of Public Works for the Town of Bedford. The Project Manager shall be responsible for oversight and coordination of the Project. The Project Manager services shall be provided by Bedford, at no additional expense to Merrimack. The Project Manager will be the single point of contact for the Project with NHDOT and the Town of Merrimack Project Liaison. The Project Manager will be responsible for obtaining any and all approvals from NHDOT and the Town of Bedford. In the absence of any necessary Town approvals, this Agreement shall become null and void, and neither Party shall have any further obligation to the other.

2. Merrimack shall designate a project liaison (“Project Liaison”) with the authority to make project-related decisions regarding Merrimack’s portion of the improvements. This position will be filled by the Director of the Department of Public Works for the Town of Merrimack. The Project Liaison will be the single point of contact between Merrimack and the Project Manager, and shall be responsible for obtaining any and all required approvals from the Merrimack Town Council, Merrimack Planning Board, Merrimack Town Meeting or other regulatory body, for the Project. In the absence of any necessary Town approvals, this Agreement shall become null and void, and neither Party shall have any further obligation to the other.

3. Bedford has already conducted a “Qualifications Based Selection” (QBS) process. Bedford shall be solely responsible for the selection of a design consultant. Merrimack shall have a right to provide input to Bedford prior to its selection. Bedford shall negotiate a scope and fee for engineering services. Merrimack will be provided with a draft scope and fee for review and comment prior to contract execution. The cost for said engineering services shall be shared by the parties in accordance herewith.

4. The scope of this Project will include opportunities for public engagement within both municipalities, in the form of a Town Informational Meeting. Each municipality will be responsible for securing a time and venue for their meeting.

5. A survey has been completed of the Merrimack/Bedford town line perambulation relative to the proposed Beals Road bridge. Based on this information, along with the proposed footing locations for the bridge plans, 9.2% of the bridge is located in Merrimack, and 90.8% of the bridge is located in Bedford. Additionally, Bedford will be responsible for the 3 abutments in Bedford, and Merrimack will be responsible for the one abutment in Merrimack. For ease of percentage calculations, and for this and future reconstruction efforts, Bedford agrees to pay 85% of the required “Local Match” costs, and Merrimack agrees to pay 15% of the required “Local Match” costs. This is estimated based on

the 9.2% of the portion of the bridge in Merrimack plus one-quarter of the bridge abutments, which are estimated to encompass 25% of the structure costs; resulting in a 15% share as $[9.2\%+(25\%*25\%)]$.

6. Bedford and Merrimack shall contribute a combined twenty percent (20%) toward the actual costs of Engineering and ROW costs for the Project as a "Local Match," including any mutually agreed upon change orders that maybe required to complete the original Project scope. The Local Match shall be pro-rated as follows:

- a. Engineering Study Phase, Preliminary Engineering Phase, Final Design Phase Costs, and Bid Support Phase Costs – Bedford shall pay 17.0 percent (85% of the 20% Local Match) and Merrimack shall pay 3.0 percent (15% of the 20% Local Match) for a total of 20% Local Match between the two communities.
- b. Right-of-Way Engineering & Appraisal Phase Costs – Bedford shall pay 17.0 percent (85%) and Merrimack shall pay 3.0 percent (15%) for a total of 20% Local Match between the two communities, using the same calculation as above.
- c. Right-of-Way Acquisition Phase Costs – Each municipality shall pay One Hundred Percent (100%) of the Local Match for Right-of-Way acquisitions within their respective jurisdictions.
- d. Construction Costs – Are to be paid in full by NHDOT.
- e. Construction Engineering Costs – Are to be paid in full by NHDOT.

7. Bedford, in accordance with the above referenced three-party agreement with NHDOT, will serve as the Project Sponsor. As Project Sponsor, Bedford will be responsible for initially paying all project-related expenses, including but not limited to the engineering, design, and construction phases. Periodically, Bedford will seek reimbursement from the NHDOT for actual expenses incurred for the Project. Any invoices submitted to NHDOT for reimbursement shall be accompanied by appropriate documentation relative to the expenses incurred by Bedford. In addition, Bedford will maintain financial records pertinent to the Project for not less than three (3) years after its completion, and will make records available upon request.

8. In addition, Bedford will seek reimbursement from Merrimack for Merrimack's pro-rata portion of expenses incurred at the conclusion of each phase described above. Merrimack agrees to pay these invoices within 60 days of the presentation of an invoice or request for reimbursement from the Town of Bedford.

9. Merrimack and Bedford agree that upon completion of the Project, each community will be individually responsible for the maintenance and repair of the improvements located within their respective jurisdictions as follows:

- a. The Towns will maintain areas around the bridge proper within their respective communities.
- b. The Town of Merrimack will maintain the guardrail located in Merrimack, as well as the two end sections in Merrimack. The Town of Bedford will

maintain the guardrail located in Bedford, as well as the two end sections in Bedford.

- c. The Town of Bedford will be responsible for plowing the bridge area and applying salt and sand materials during winter storm events.
- d. The Town of Bedford will be responsible for maintaining the pavement in Bedford by filling potholes. The Town of Merrimack will do the same in Merrimack.
- e. The Town of Bedford will be responsible for striping the road in Bedford as part of its normal striping activities. The Town of Merrimack will do the same in Merrimack.
- f. The Town of Bedford agrees to resurface the bridge as necessary, however, the Town of Merrimack must agree to the effort prior to mobilization. The Town of Merrimack agrees to reimburse the Town of Bedford 9.2% of the monies spent to resurface the bridge, using third-party contractors. Payment should be reimbursed by the Town of Merrimack within 60 days of the presentation of an invoice or request for reimbursement from the Town of Bedford once the effort has been completed.

10. This Agreement may be amended upon mutual written agreement of the Parties.

11. In accordance with RSA 53-A, this Agreement shall be submitted to the Office of the Attorney General for review and approval. The parties agree to amend this Agreement as may be required by the Attorney General.

Date: _____

By: _____

Richard Sawyer
Duly authorized
Town of Bedford, New Hampshire
By its Town Manager

Date: _____

By: _____

Paul Micali
Duly authorized
Town of Merrimack, New Hampshire
By its Town Manager

**STATE BRIDGE AID AND FEDERAL AID PROGRAMS
PROJECT AGREEMENT
FOR**

TOWN OF BEDFORD AND TOWN OF MERRIMACK

STATE PROJECT #: 24217
 FEDERAL PROJECT #: X-A005(212)
 STATE VENDOR #: BEDFORD-177359
 UNIQUE ENTITY IDENTIFIER #: BEDFORD-H83LPHMK7S93

THIS AGREEMENT, is made and entered into this { } day of { }, 2024, between the State of New Hampshire, acting through its Department of Transportation, hereinafter called the "DEPARTMENT", the Town of Bedford, hereinafter called the "PROJECT SPONSOR", and the Town of Merrimack, hereinafter called the "CO-SPONSOR".

WHEREAS, the DEPARTMENT, the PROJECT SPONSOR, and the CO-SPONSOR have determined that a project to replace Beals Road bridge over Baboosic Brook (Bridge #105/055) in the Towns of Bedford and Merrimack is an eligible project for funding under the State Aid Bridge Program and the Federal Aid MOBIL Program created under the Federal Bipartisan Infrastructure Law (BIL); and

WHEREAS, the DEPARTMENT has established Project #24217 (the "Project") for the aforesaid project, with the project funding and target ad year as represented in the table below; and

Programmed Year of Advertisement	Participating Federal Share	Participating State Share 80%	Participating Local Share	Total Budget
2025	100%		20%	
Preliminary Engineering & Right of Way Phase Costs	\$0.00	\$203,783.70	\$50,945.93	\$254,729.63
Construction and Construction Engineering Costs	\$2,104,262.20	\$0.00	\$0.00	\$2,104,262.20
	Federal	State	Local	Grand Total
Sub Totals	\$2,104,262.20	\$203,783.70	\$50,945.93	\$2,358,991.83

Additional Administrative Documentation Information: If this information is not available at the time of the Agreement signing, documentation will be sent to the PROJECT SPONSOR by the DEPARTMENT as soon as the information is available:

FEDERAL FAIN #: Not yet available
CFDA #20.205 and DESCRIPTION Highway Planning and Construction
SUBAWARD Period of performance start date: Not yet available
SUBAWARD Period of performance end date: Not yet available
NHDOT Managed: Yes ___ No x
NHDOT Indirect Cost Rate: N/A x 10% ___

Is award Research & Development: Yes **No** **x**

WHEREAS, the PROJECT SPONSOR and/or CO-SPONSOR have submitted an Application { - } to sponsor the Project (the “Application”) and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby incorporated and made a part of this AGREEMENT; and

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

WHEREAS, the SPONSOR and CO-SPONSOR have executed an agreement relative to the roles, responsibilities, and required financial commitments of each municipalities’ portion of the Project; and

WHEREAS, the PROJECT SPONSOR – CO-SPONSOR executed agreement is hereby incorporated into this agreement; and

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

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement 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 and CO-SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current version of the DEPARTMENT’s document titled “Local Public Agency Manual for the Development of Projects”, as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.
- C. The PROJECT SPONSOR and CO-SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements together with the maintenance of sidewalks, 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. Should operational adjustments be necessary, the PROJECT SPONSOR and CO-SPONSOR agree that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.
- D. The PROJECT SPONSOR shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. 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 and CO-SPONSOR are required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR and CO-SPONSOR with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs. Any and all of these project and financial records must be made available to the DEPARTMENT and Federal Highway Administration at their request.
- F. The PROJECT SPONSOR and CO-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, CO-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.
- G. Non-Discrimination:
1. The PROJECT SPONSOR and CO-SPONSOR agrees, for itself, its assignees and successors in interest, that it will comply with Title VI of the Civil Rights Act of 1964, (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR or CO-SPONSOR receives Federal financial assistance extended by the State of New Hampshire. The ACT and the REGULATIONS are herein incorporated by reference and made a part of this AGREEMENT. This AGREEMENT obligates the PROJECT SPONSOR and CO-SPONSOR for the period during which Federal financial assistance is extended.
 2. The PROJECT SPONSOR and CO-SPONSOR hereby give assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
 - a. That each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
 - b. That the PROJECT SPONSOR and CO-SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR and/or CO-SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color,*

religion, national origin, sex, age, sexual orientation, disability or handicap in consideration for an award.

- c. That the PROJECT SPONSOR and CO-SPONSOR shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR or CO-SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*
 - d. That the PROJECT SPONSOR and CO-SPONSOR shall include the following assurance in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*
3. The PROJECT SPONSOR and CO-SPONSOR shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents.htm>
- H. The PROJECT SPONSOR and CO-SPONSOR certify by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of New Hampshire. The term "principal" for purposes of this Agreement means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the PROJECT SPONSOR or CO-SPONSOR. The PROJECT SPONSOR and CO-SPONSOR also certify that it will verify the state and federal suspension and debarment status for all parties (consultant/vendor/contractor, etc.) receiving funds under this Agreement as a sub-Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred party. The PROJECT SPONSOR and CO-SPONSOR shall immediately notify the Department if any sub-Agreement party is debarred or suspended, and shall, at the DEPARTMENT'S request, take all steps required by the

State to terminate its sub-Agreement relationship with the party for work to be performed under this Agreement.

- I. If the PROJECT SPONSOR or CO-SPONSOR defaults or fails to fulfill any part of this AGREEMENT, the PROJECT SPONSOR and/or CO-SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.
- J. The CO-SPONSOR shall reimburse the PROJECT SPONSOR for the CO-SPONSOR'S portion of the Project costs including, but not limited to: engineering, environmental, right-of-way, and construction costs. The CO-SPONSOR'S portion of the Project costs shall be as set forth in the separate agreement as noted in the first two paragraphs on page 2 of THIS AGREEMENT.

II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:

- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
- B. 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.
- C. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.

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

- A. That the PROJECT SPONSOR or CO-SPONSOR will not incur any Project costs nor enter into any 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 the Table on page 1. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR or CO-SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.

- D. That the PROJECT SPONSOR and CO-SPONSOR agree to commence the PROJECT within 6 months of AGREEMENT execution date noted in the first paragraph of page 1. The PROJECT SPONSOR and CO-SPONSOR agree to complete the Preliminary Engineering (PE) Phase of the PROJECT on or BEFORE December 31st of the Programmed Year of Advertisement date noted in the table on page 1, unless earlier terminated as provided herein. The PROJECT SPONSOR and CO-SPONSOR may apply to the DEPARTMENT for an extension to either the START or END date. Such application for extension must be made in writing, providing an explanation of the reasons for the delay, and proposing a revised schedule. Failure to meet any deadline without good cause or failure to submit an extension request may cause the DEPARTMENT to cancel its participation in this Project at its sole discretion, in which case 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. That the PROJECT SPONSOR and CO-SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- F. This AGREEMENT may be amended to incorporate changes in project scope, schedule, and/or budget that may arise through the development and design stages of the project, pursuant to approval by the Governor and the Executive Council as Item No. 47 on March 23, 2022. Such amendments will be effective upon execution of an instrument in writing signed by both parties hereto. Otherwise, this AGREEMENT may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto, and only after approval of such amendment, waiver of discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule, or policy.
- G. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT, the PROJECT SPONSOR, and the CO-SPONSOR from obligations under this AGREEMENT after the termination date.
- H. Pursuant to authorization by the Governor and Executive Council, as Item No. 47 on March 23, 2022, this AGREEMENT is effective upon the date shown on page one of this AGREEMENT. The DEPARTMENT will include this AGREEMENT in its annual report to the Governor and the Executive Council on the status of all active Federal Local Public Agency (LPA) projects.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above.

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

By: _____
William J. Cass, PE
Commissioner
State of New Hampshire
Department of Transportation

TOWN OF BEDFORD

Signature: _____
Name (typed): _____
Title: _____

TOWN OF MERRIMACK

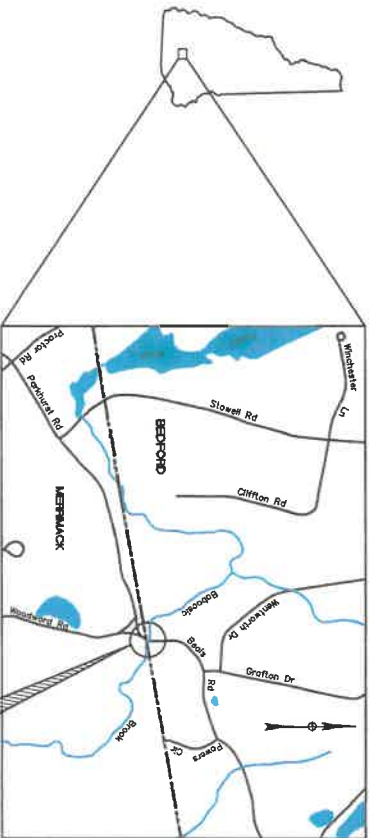
Signature: _____
Name (typed): _____
Title: _____

CONSTRUCTION PLANS

BEALS ROAD

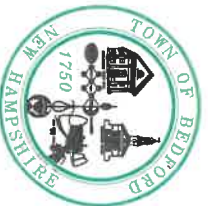
BRIDGE CONSTRUCTION OVER BABOOSIC BROOK

**BRIDGE NO. 105/055
BEDFORD, NEW HAMPSHIRE**



**BEDFORD PUBLIC WORKS
24 NORTH AMHERST ROAD
BEDFORD, NH 03110**

Prepared By:



**PRELIMINARY PLANS
FEBRUARY 25, 2015**

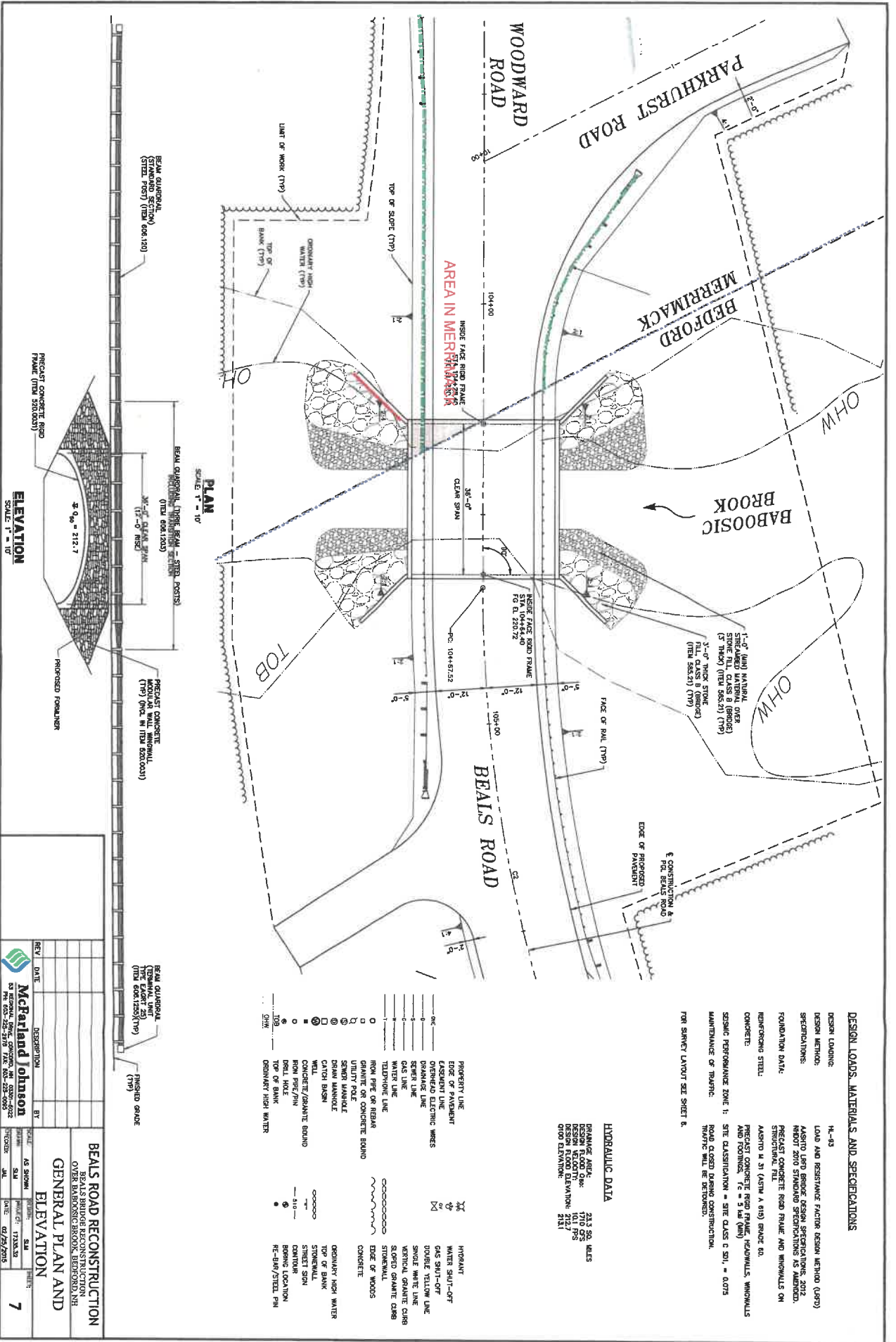
BEDFORD PROJECT # 01-2015, NHDOT #24217

DRAWING INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PROJECT NOTES
3	ROADWAY TYPICAL SECTIONS AND DETAILS
4	ROADWAY PLAN
5	ROADWAY PROFILE
6	BROOK PLAN, PROFILE AND CHANNEL SECTION
7	GENERAL PLAN AND ELEVATION
8	SITE PLAN
9	BORING LOGS (SHEET 1 OF 2)
10	BORING LOGS (SHEET 2 OF 2)
11	ABUTMENT 1 MASONRY (SOUTH)
12	ABUTMENT 2 MASONRY (NORTH)
13	SURVEY LAYOUT AND BRIDGE SECTION
14	PRECAST DETAILS (SHEET 1 OF 2)
15	PRECAST DETAILS (SHEET 2 OF 2)
16	PAVEMENT TRANSITION DETAILS
17	DRAINAGE DETAILS
18	EROSION CONTROL DETAILS
19	EROSION CONTROL NOTES
20	ROADWAY CROSS SECTIONS (SHEET 1 OF 2)
21	ROADWAY CROSS SECTIONS (SHEET 2 OF 2)



PLAN SET NO. _____



DESIGN LOADS, MATERIALS AND SPECIFICATIONS

- DESIGN LOADING: M-43
- DESIGN METHOD: LAND AND RESISTANCE FACTOR DESIGN METHOD (LRFD)
- DESIGN SPECIFICATIONS: AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 2012 EDITION
- FOUNDATION DATA: PRECAST CONCRETE ROAD FRAME AND MANHOLES ON STRUCTURAL FILL
- CONCRETE: AASHTO M 31 (ASTM A 618) GRADE 60
- SCOUR PERFORMANCE: SITE CLASSIFICATION = SITE CLASS C, S₁ = 0.075
- MAINTENANCE OF TRAFFIC: ROAD CLOSED DURING CONSTRUCTION. TRAFFIC WILL BE DETOURED.

FOR SURVEY LAYOUT SEE SHEET 6.

HYDRAULIC DATA

DRAINAGE AREA: 213.50 ACRES
 DESIGN FLOOD Q: 1710 CFS
 DESIGN FLOOD ELEVATION: 212.75
 Q100 ELEVATION: 213.1

- PROPERTY LINE
- EDGE OF PAVEMENT
- OVERHEAD ELECTRIC WIRE
- DRAINAGE LINE
- SEWER LINE
- GAS LINE
- WATER LINE
- WATER TABLE LINE
- RIGHT OF WAY TO BE ABANDONED
- GRANITE OR CONCRETE BOUND
- UTILITY POLE
- SEWER MANHOLE
- DRAIN MANHOLE
- CATCH BASIN
- WELL
- CONCRETE/GRANITE BOUND
- PRECAST CONCRETE ROAD FRAME
- PRECAST CONCRETE ROAD FRAME
- BEEL HOLE
- TOP OF BANK
- ORDINARY HIGH WATER
- OHW

**BEALS ROAD RECONSTRUCTION
 GENERAL PLAN AND
 ELEVATION**

REV	DATE	DESCRIPTION	BY	CHECKED	AS SHOWN	DATE	SCALE
1	02/29/2015	ISSUE FOR PERMITS	MC	SA	1:1	02/29/2015	7

McFarland Johnson
 53 HERRING AVENUE, CONCORD, NH 03301
 TEL: 603.251.1234 FAX: 603.251.1235
 WWW.MCFARLANDJOHNSON.COM