

MEMORANDUM OF AGREEMENT

WENTWORTH 26903

Involving

NH BR. NO. 148/121 and ADJACENT ROADWAYS

THIS AGREEMENT entered into this day between the Town of Wentworth, NH, whose address is 7 Atwell Hill Road (PO Box 2), Wentworth, NH 03282, hereinafter referred to as the "Town"; (which shall also include their heirs, successors, and assigns for all references in this Agreement); and the State of New Hampshire Department of Transportation, whose address is 7 Hazen Drive (PO Box 483), Concord, NH 03302-0483, hereinafter referred to as the "Department".

WHEREAS, the Town contacted the Department on December 18, 2012 regarding the state-owned historic bypassed steel truss bridge (Br. No. 148/121) ("the Bridge") carrying Village Road (Town Common Road, near East Side Road) over the Baker River; and

WHEREAS, the Bridge is considered to be structurally deficient as it can no longer safely support all anticipated loads, and therefore is closed (fenced and barricaded) to all users; and

WHEREAS, in response to the Town's request, the Department initiated a federally funded project (Wentworth 26903)("the Project") to

1. remove the superstructure (steel truss portion) of this deficient bridge due to the public safety concerns presented by its remaining in place and
2. reconstruct the uppermost portions of each existing abutment to accommodate a bridge to be supplied and installed by others (not as part of the 26903 project); and

WHEREAS, the bridge and adjoining roadways, which serve primarily local purposes for those residing in or accessing the nearby Town Common Area, are presently owned by the Department; and

WHEREAS, the Department has solicited input from Town officials, members of the public, and other state and federal agencies, in accordance with Department policies and procedures, regarding what actions (if any) might be undertaken to address the public safety concerns associated with this bridge, and to restore a pedestrian crossing of the Baker River at this location; and

WHEREAS, the Town has indicated a desire to accept ownership and maintenance of the subject bridge abutments and adjoining roadways;

NOW THEREFORE:

WITNESSETH, THAT, these parties do hereby covenant and agree to the following stipulations relative to the above referenced Br. No. 148/121 and adjoining roadways in the Town of Wentworth;

1. The Department agrees to develop and proceed with the Project to remove the superstructure of this deficient bridge and reconstruct the uppermost portions of each abutment, and thereby remove the public safety concerns associated with this deficient steel truss bridge.
 - a. The Project will be accomplished through federal funding and the Department's competitive bidding process for capital projects and is estimated to cost approximately \$280,000.
 - b. As part of this bridge removal project, the existing bridge plaques and all salvageable portions of the steel lattice railing shall be salvaged, repaired, and repainted by the Department upon the request of the Town.
 - c. The Department agrees that removal of the deficient steel truss bridge and reconstruction of the abutments, as outlined in Paragraph 1 above, shall be completed at no cost to the Town.
2. Upon completion of the Project described in Paragraph 1 above, signified by the Department's issuance of a Completed and Accepted Letter to the Department's Contractor, the Town agrees to accept maintenance responsibilities associated with the bridge abutments

from the Department, including maintenance of all required barriers to travel in the area, as necessary for the safety of the traveling public.

- a. The Town acknowledges that upon completion of the Project it will be solely responsible for any or all maintenance or rehabilitation costs; any or all uses, actions, or activities involving these assets; and; any or all liabilities associated with the use, operation, and maintenance of these assets.
 - b. Upon completion of the Project, the State shall perform no additional work on the subject bridge abutments and will not inspect, maintain or repair the abutments or any structures placed on the abutments by the Town or any third-parties unless such structure is eligible for bridge aid according to RSA 234:5-a, 234:2, 234:4, and 234:5.
 - c. The Town shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers or employees and from any and all claims, liabilities or penalties asserted against the State, its officers or employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or which can be claimed to have arisen out of the acts or omissions of the Town with respect to the performance of its responsibilities under this Agreement.
 - d. Paragraph 2 is intended to govern the Parties' rights and responsibilities with respect to the Bridge abutments from the completion of the Project until such time as the Town accepts full ownership of the abutments in accordance with the Discontinuance process. Upon the acceptance of the Town of ownership under the Discontinuance process, the provisions of this paragraph shall be null and void. Should the Town fail to accept ownership of the abutments, the provisions of this paragraph will remain in full force and effect.
3. The Department further agrees to do the following work at no cost to the Town.
- a. Drainage improvements that consist of reconstruction of the following:
 - i. the closed drainage system along Wentworth Village Road, including the relocation of the discharge point from under the old post office building to under NH Route 25. The abandoned pipe under the building will be filled with flowable fill.
 - ii. the cross pipe will be replaced and a new catch basin will be added on East Side Drive, in the vicinity of the old intersection with Wentworth Village Road (leading toward the southern bridge abutment).
 - b. Roadway improvements that consist of a leveling course and 1½" hot bituminous pavement on the following sections of road:
 - i. Wentworth Village Road through the Town Common area from NH Route 25 to the existing bridge as well as from East Side Drive northerly to the existing bridge.
 - ii. East Side Drive from the intersection of NH 25 easterly to approximately 1,000 feet east of the intersection of Wentworth Village Rd (the end of State maintenance).
4. Upon completion of the Project set forth in paragraph 1 & the State road and drainage work identified in Paragraph 3 above, the Town agrees to accept the ownership of and the reclassification of the bridge abutments and adjoining resurfaced/repared roadways from the Department in accordance with RSA 230:55-62.
- a. The permanent transfer of ownership of these assets will result in the roadways being added to the Town's total roadway mileage, on which various payments are made from the Department to the Town, in accordance with state law, for use in supporting the operation and maintenance of these assets.
 - b. These assets will be removed from various lists containing the Department's assets.
 - c. The Town acknowledges that upon accepting ownership it will then be responsible for any or all maintenance or rehabilitation costs; any or all uses, actions, or activities involving these assets; and; any or all liabilities associated with the use, operation, maintenance, and ownership of these assets.
 - d. Upon the Town's acceptance of the ownership of the assets, the State shall perform no additional work on the adjoining roadways or subject bridge abutments and will not inspect, maintain or repair the abutments or any structures placed on the abutments by the Town or any third-parties parties unless such structure is eligible for bridge aid according to RSA 234:5-a, 234:2, 234:4, and 234:5.
 - e. The Town shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers or

