

Manchester, NH

BOSTON AND MAINE CORPORATION, DEBTOR
ROBERT W. MESERVE AND BENJAMIN H. LACY, TRUSTEES

CONTRACT BUREAU TRANSMITTAL MEMO

DATE APR 4 1979

FROM: L. R. Mattice
Director-Contract Bureau

TO: Messrs. S. B. Culliford
P. W. Carr
J. J. Nee
D. J. Hughes
E. J. Marrs

~~Boston Div. Supt. - G. F. Gallagher~~ *E. R. Towle* ✓
~~N.E. Div. Supt. - W. V. Furey~~
Agent- *Manchester, N. H.*

Attached for your information is copy of numbered document checked below.

CONTRACT #

DEED # 9251-C

CORRESPONDENCE RE CONTRACT #

OPENING NOTICE SENT

CLOSING NOTICE SENT

AGREEMENT

This Agreement is made in duplicate this 22^d day of April, 1979, by and between the STATE OF NEW HAMPSHIRE, by its Department of Public Works and Highways, party of the first part, hereinafter called the "State," and ROBERT W. MESERVE AND BENJAMIN H. LACY, as Trustees of the property of Boston and Maine Corporation, Debtor, and not individually (see In the Matter of Boston and Maine Corporation, Debtor, and U.S. District Court for the District of Massachusetts, Docket, No. 70-250-M), with offices at 150 Causeway Street, Boston, Massachusetts, party of the second part, hereinafter called the "Trustees."

WITNESSETH:

WHEREAS, as the State has the approval of the Department of Transportation, Federal Highway Administration, for a Federal-aid 3-R Project, M-5285(016), for the deck rehabilitation work of Bridge 118/092 on Huse Road over the Boston and Maine Corporation railroad in the City of Manchester, County of Hillsboro, New Hampshire, that said construction requires the assistance of the Railroad in protecting their property and traffic, and,

WHEREAS, the Commissioner of the New Hampshire Department of Public Works and Highways, hereinafter called the "COMMISSIONER," has prepared plans and specifications for such project marked M-5285(016), C-2437-M, which plans and specifications meet with the approval of the Trustees and are on file in the permanent records of said Department of Public Works and Highways, Concord, New Hampshire, and,

WHEREAS, the State desires the assistance of the Trustees in the protection of the railroad property and traffic of the Manchester and Lawrence Branch tracks in the area of the project,

NOW THEREFORE, in consideration thereof, the parties hereto mutually agree as follows:

1. The Trustees will furnish labor, materials and equipment for accounting and engineering (Preliminary, Office and Field), construction inspection and maintenance of the tracks.
2. The Trustees agree that the State may let a contract or contracts for the construction of the above mentioned project.
3. The work described in paragraph 1 above, will be done by Trustees forces and is shown in greater detail on the approved plans and in the attached plans and estimates, said plans and estimates being made a part of this Agreement.
4. The State shall provide in the Special Provisions of the contract, or contracts, for the project that the Contractor engaged in the work shall secure from the Trustees protection of railroad traffic by flagging during the progress of any work by the Contractor on, over, under or adjacent to the tracks of the Trustees and that he shall reimburse the Trustees for the expense of such service. The said contract, or contracts, for the project shall further provide that in the event the Trustees grant the Contractor's request for any temporary crossings or any temporary crossings are ordered by the New Hampshire Public Utilities Commissioner, the Contractor must assume the cost of installing, maintaining, removing and protecting such temporary crossings, the type and method of protection to be determined by the Trustees; that the Contractor will indemnify and save harmless the Trustees, their successors and assigns, their officers, agents and employees against any and all loss, cost, damage and expense, including damage to Trustees property

or the property of others, injury or death to Trustees' employees or to others due directly or indirectly in any way to the use, maintenance, location, installation, removal or existence of the crossing on or over Trustees' premises as covered by the Agreement; that the Contractor will furnish the Trustees and pay the premiums on a policy or policies of insurance in the name of the Trustees providing protective liability coverage for the Trustees at the crossing with the types of coverage and limits of insurance specified by the Trustees. The State shall withhold final payment on the contract until the Contractor has filed with the Commissioner a certificate showing that all sums due the Trustees have been paid; provided that the Trustees have, within sixty (60) days after notification by the Commissioner to the Trustees' Chief Engineering Officer that the contract has been completed, filed with the Commissioner a copy of their bills against the Contractor for such services.

5. The Trustees agree to make the necessary changes in their facilities to the extent required to permit the construction of the project; also agree to construct such facilities in addition to those provided in the contract as may be needed for maintaining traffic during such changes in their facilities and the construction of said project in accordance with and as shown in more detail upon the above described plans.

(a) The work to be done by the Trustees to accomplish the above described changes shall consist of the following: furnish labor, materials and equipment for (1) Preliminary Engineering (Construction Department); (2) Office Engineering (Construction Department); (3) Field Engineering and Supervision (Construction Department); (4) Maintenance of track during and after construction (Construction Department); (5) Ditching; (10) Accounting.

(b) An itemized estimate of the cost of the work, including materials to be furnished by the Trustees is attached hereto and made a part of this Agreement, the work being shown in greater detail on the State and Trustees' plans.

6. The Trustees agree that the material used will be purchased in accordance with the Federal-aid Highway Program Manual, Volume 1, Chapter 4, Section 3 of the Federal Highway Administration, U.S. Department of Transportation, dated April 25, 1975.

7. The Trustees agree to make the installations hereinbefore proposed, in accordance with the plans mentioned above, including such additions or modifications hereafter approved, in writing, by the Trustees and the Commissioner. The amount of work to be performed by the Trustees, including any changes, shall be approved by the Commissioner and the duly authorized representatives of the Federal Government before the work is performed, and the Trustees shall be reimbursed therefor, as hereinafter provided, except that the cost of any such force account or contract work which is not approved as above indicated shall be borne by the Trustees.

8. The Trustees agree to notify the State of the starting and completion dates of the work hereinbefore described, and to provide the State's Project Engineer on the project with a Utility Report showing the work performed, the classes and hours of labor, equipment, and materials used, the disposition of the materials replaced along with the time and place abandoned or scrapped materials will be available for inspection.

9. As defined in Volume 6, Chapter 6, Section 2, Subsection 1 (page 5) of the Federal-aid Highway Program Manual, dated April 25, 1975, there is no Trustees' benefit; therefore, no contribution from the Trustees is requested.

10. All cost records of the Trustees pertaining to the project will be subject at any time to inspection by representatives of the State and Federal governments for a period of not less than three years from the date final payment is received by the Trustees.

11. Upon the receipt of satisfactory detailed progress voucher, or one final voucher, with applicable credits shown for salvage, or scrap and betterments, without arbitrary percentage or lump sum addition for overhead expenses, the State agrees to reimburse the Trustees for the cost of preliminary engineering, and for all labor, including flagging, and materials furnished to perform the work as described in the previous paragraphs and as shown on the approved plans, also for maintaining railroad traffic during the construction of this project and for such engineering expenses as are necessary for the general protection of the Trustees' property and operations during construction. Payment shall be made by the State to the Trustees within sixty(60) days after completion and acceptance of the work by the Commissioner. However, the State shall be under no obligation to make payment for the costs of any work, other than preliminary engineering performed prior to the date the Trustees are authorized in writing by the Commissioner to proceed with such approved work.

12. State and Federal participation of the cost of the work done under this Agreement shall be computed on the basis of the provisions and regulations of the Federal-aid Highway Program Manual, Volume 1, Chapter 4, Sections 3 & 4, and Volume 6, Chapter 6, Section 2, dated April 25, 1975. The above mentioned Program, including all current amendments and/or revisions, is hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.

Recommended for Approval:

By: William S. Brown
Highway Design Engineer

THE STATE OF NEW HAMPSHIRE
Department of Public Works & Highways

Date: March 21, 1979

By: Ruel W. Webb
Ruel W. Webb, P.E.
Deputy Commissioner
and Chief Engineer

Approved:

By: A.E. Roberts
Asst. Chief Engineer

ROBERT W. MESERVE AND BENJAMIN H. LACY
AS TRUSTEES OF THE PROPERTY OF
BOSTON AND MAINE CORPORATION, DEBTOR

Date: 3/22/79

By: David J. Hughes
(Signature)

Approved as to form
B & M Corp. Law Dept.

David J. Hughes
(Typed Signature)

Vice President - Engineering
(Title)

BOSTON AND MAINE CORPORATION, DEBTOR
Robert W. Meserve and Benjamin H. Lacy, Trustees

ENGINEERING DEPARTMENT
PROJECT M-5285 (016) C-2437 -M
MANCHESTER, NEW HAMPSHIRE

Repairs by the State of New Hampshire to overhead bridge No.24.34
a bridge structure carrying Huse Road over the Manchester and Lawrence
Branch.

Statement of work to be performed by or for the Trustees.

The Trustees will furnish labor, materials and equipment for:

1. Preliminary Engineering - Construction Department.
2. Office Engineering - Construction Department.
3. Field Engineering and Supervision - Construction Department.
4. Maintenance of track during and after construction - Constructi
5. Ditching.
10. Accounting.

PRELIMINARY ESTIMATE OF EXPENSES

<u>ITEM</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>SALVAGE CREDIT</u>	<u>EQUIPMENT</u>	<u>OTHER EXPENSES</u>	<u>TOTAL</u>
1.	500.				50.	550.
2.	500.	150.		300.	150.	1,100.
3.	12,000.	350.		3,600.	1,000.	16,950.
4.	2,000.	500.		1,000.	750.	4,250.
5.	2,000.			1,500.		3,500.
10.	1,844.					<u>1,844.</u>

GRAND TOTAL NET ESTIMATED COST..... \$28,194.

Note #1 - The above cost is for estimated purposes only.

Billing will be made on actual cost.

Note #2 - Expense for protection of Railroad Traffic by flagmen
required on account of operations of contractor are not included
in this estimate.

Office of Vice President - Engineering
North Billerica, Massachusetts
March 5, 1979