

TRAFFIC SIGNAL MAINTENANCE AGREEMENT
BETWEEN THE CITY OF CONCORD AND
THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
FOR THE I-93 EXIT 13 AND MANCHESTER STREET INTERSECTION AND
THE COORDINATED TRAFFIC SIGNAL SYSTEM FROM OLD TURNPIKE
ROAD/BLACK HILL ROAD TO PERLEY STREET/STORRS STREET

This AGREEMENT made this _____ day of _____ 202__, between the City of Concord hereinafter referred to as the “CITY” and the State of New Hampshire Department of Transportation, through the Bureau of Traffic, herinafter referred to as the “STATE”.

The CITY and STATE hereby agree as set forth below:

I. PURPOSE

The purpose of this AGREEMENT is to facilitate operation and maintenance of the coordinated traffic signal system (the “System”) The System is located on Manchester Street/Water Street/South Main Street/US Route 3 in the CITY, from the intersection of Old Turnpike Road/Black Hill Road in the east to the intersection with Perley Street/Storrs Street in the west.

II. LOCATION

2.01. The following signalized intersection maintained by the STATE shall hereafter be maintained by the CITY under the terms and conditions of this AGREEMENT:

A. S-099-15: Intersection of I-93 Exit 13 and Manchester Street/US Route 3

2.02 All other intersections within the System shall remain the complete responsibility of the CITY, under the terms and conditions of this AGREEMENT.

III. SCOPE

3.01 The STATE shall review and approve the design and equipment specifications at the location described in paragraph 2.01 to ensure conformance with current Federal and State design standards and the coordinated timing plans. The STATE shall review and approve all coordination timing plan changes proposed by the CITY prior to implementation per RSA 47:17 VIII(b). The STATE reserves the right to take control of the system in the event of a National or State emergency.

3.02 The CITY shall be responsible for operation and maintenance of the communication equipment (as explained in the latest edition of the “Manual of Uniform Traffic Control Devices, Section 4D.02” as may be updated from time to time upon adoption by the STATE) of the signalized intersections defined in 2.01 including, but not limited to the following components, with the exception of those items listed in 3.03:

- A. Communication equipment including ethernet switches, modem, cellular equipment, and other related communication equipment.
 - B. Fire pre-emption detectors, beacons, modules and ancillary devices. The CITY must share the detector frequency with all emergency medical vehicle users.
 - C. All communication charges from signal cabinet to CITY's facility.
 - D. Implement coordinated timing plans upon request of the STATE.
- 3.03 The STATE shall be responsible for the following at the signalized intersections defined in 2.01:
- A. Payment for electricity
 - B. Signal hardware and software, including signal heads, signal poles, mast arms, bridge mount (structures), cabinets and all contents including but not limited to controller and monitor (MMU)
 - C. Lamps and all related wiring
 - D. Detection
 - E. Meter pedestals
 - F. Emergency response and repair
 - G. No labor reimbursement will be made for signal communication equipment repairs made under this agreement.

IV. EXECUTION OF THE WORK

- 4.01 The CITY shall respond to the location described in paragraph 2.01 for any and all reports of traffic signal timing issues including but not limited to any and all communication equipment damage or failure, without undue delay, upon notice of the malfunction.
- 4.02 The STATE will provide a STATE signal maintenance crew, as available, for mutual assistance in case of malfunction due to signal timing coordination.

V. JOINT RESPONSIBILITY

The CITY and STATE will work cooperatively in establishing signal timings to ensure maximum safety and to expedite traffic flow on US Route 3/Manchester Street with special consideration not to back up ramp traffic onto Interstate 93. The CITY shall implement, within a mutually agreed upon time, all timing changes once they have been reviewed and approved by the STATE.

VI. INDEMNIFICATION

The CITY 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 and employees, and from any and all claims, liabilities or penalties asserted against the STATE, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out or which can be claimed to have arisen out of the acts or omissions of the CITY.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the STATE, which immunity is hereby reserved to the STATE. This covenant shall survive the termination of this AGREEMENT.

VII. DURATION OF THE AGREEMENT

This AGREEMENT shall be effective once the Manchester Street/Water Street/South Main Street/US Route 3 System is complete and operational and both the CITY and the STATE have accepted the work and shall remain in full force and effect for a term of five (5) years unless and until a party elects to terminate this AGREEMENT with 30 days prior written notice. This agreement includes one (1) automatic renewal for a period of five (5) years.

VIII. Notwithstanding any other provisions herein, this agreement is contingent upon the appropriation of sufficient funds from the New Hampshire Legislature for the Department to carry out its obligations under this contract. If, in the sole discretion of the Department, sufficient funds are not appropriated, the Department may terminate this agreement upon 30 days written notice. Such termination shall relieve both parties of all obligations hereunder, except for the obligation to pay the Department for services performed prior to termination.

AGREED by the parties, who have caused this AGREEMENT to be executed by their duly authorized officers for the purposes herein contained as of the date first written above.

The State of New Hampshire
Department of Transportation

Witness

By: _____
Name: William J. Cass, P.E.
Title: Commissioner
Duly Authorized

The City of Concord, New Hampshire

Witness

By: _____
Name: _____
Title: City Manager
Duly Authorized

Approved as to form and execution: _____