

**MUNICIPAL SIDEWALK AGREEMENT
FOR
SEABROOK-HAMPTON
STATE PROJECT: 15904
FEDERAL PROJECT: X-A001(026)**

THIS AGREEMENT, executed in *triplicate*, made, and entered into this ____ day of _____, 2023, between the New Hampshire Department of Transportation, hereinafter called the “DEPARTMENT” and the Town of SEABROOK hereinafter called the “CITY/TOWN”.

WITNESSETH that,

WHEREAS, the DEPARTMENT will be replacing the existing bascule bridge carrying NH 1A over Hampton River with a new, higher, fixed bridge and the project includes sidealks throughout the project limits on both sides of NH 1A as requested during development of the project;

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

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

- A. The DEPARTMENT shall construct project SEABROOK-HAMPTON 15904, to replace the existing bascule bridge carrying NH 1A over Hampton River with a new, higher, fixed bridge and sidewalks are being provided on both sides of NH 1A as requested during the development of the project. All work associated with construction of these facilities will be in accordance with DEPARTMENT specifications.
- B. The DEPARTMENT will be responsible for the management and operation of these facilities throughout the duration of the construction of the project.
- C. The CITY/TOWN shall provide or cause to provide for the future maintenance of the sidewalks indicated above, 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 CITY/TOWN agrees that no changes will be made without prior approval of the DEPARTMENT.
- D. The CITY/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 CITY/TOWN or its 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 or the DEPARTMENT, which immunity is hereby reserved.
- E. It is further understood and agreed between the DEPARTMENT and the CITY/TOWN that neither the DEPARTMENT, nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the CITY/TOWN under this Agreement.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the TOWN OF SEABOOK, New Hampshire, on this ____ day of _____, 2023, and the Department of Transportation on this ____ day of _____, 2023.

**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

CITY/TOWN OF SEABROOK

By: _____
COMMISSIONER

By: _____
(AUTHORIZED MUNICIPAL OFFICIAL)