



RESOLUTION

AUTHORIZING AN AGREEMENT WITH THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION TO TRANSFER TO THE CITY CERTAIN STATE-OWNED LAND ADJACENT TO SALMON BROOK PROPOSED AS A PARK NAMED "ROTARY COMMON"

CITY OF NASHUA

In the Year Two Thousand and Six

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to execute the attached agreement with the New Hampshire Department of Transportation for the acquisition of State-owned land adjacent to Salmon Brook for use as a park called "Rotary Common" on certain conditions regarding work to be done on the site by the State and the City.

NASHUA, FEET, CN-1 MITIGATION AT SALMON BROOK
AGREEMENT

This Agreement, executed in duplicate, made and entered into this _____ day of _____, 2006, by and between the New Hampshire Department of Transportation (hereinafter called the "DEPARTMENT") and the City of Nashua (hereinafter called the "CITY").

The parties hereto, for and in consideration of the mutual benefits, covenants and other considerations noted herein, agree as follows:

1. The DEPARTMENT and the CITY agree the property referred to as CN-1, located at 315 South Main Street, purchased as part of the mitigation for the improvements to the F. E. Everett Turnpike, will become a City park, herein referred to as Rotary Common. The DEPARTMENT agrees to transfer said land to the CITY after the site has been restored to an environmentally and physically safe condition. The CITY agrees to accept the property in this safe condition.
2. The CITY hereby agrees to administer a contract with an approved consultant to develop concept and contract plans for park construction. The CITY will administer the consultant contract, advertise the project for construction and oversee the construction efforts. CITY forces can be used for portions of the construction to help offset the construction cost.
3. The DEPARTMENT hereby agrees to provide funding in the amount of Two Hundred Thousand and 00/100 dollars (\$200,000.00) towards the engineering and construction of this project. The CITY agrees to provide, through actual funding or CITY forces, the remainder of funds required to complete the park to a level beyond the "safe condition" the DEPARTMENT agrees to provide.
4. The DEPARTMENT has provided to the CITY a technical report dated December 5, 2003 prepared by CLD Consulting Engineers for the structural analysis of the building foundations and dam. The Department will complete an archeological and environmental assessment of the property.

5. The CITY hereby agrees to secure all necessary permits and approvals required for the construction of the project and to hold all appropriate public meetings.
6. The parties hereby agree that after all the required permits and approvals have been obtained, the CITY will advertise the project for competitive bids. CITY forces may complete some portions of the project.
7. The CITY agrees the DEPARTMENT can provide payment of their funds to the CITY over a three-year period. The DEPARTMENT, upon request from the CITY, will provide one third (1/3rd) of the funds (\$66,000.00) in 2006, one third (1/3rd) of the funds (\$66,000.00) in 2007 and the remainder (\$67,000.00) in 2008.
8. The CITY agrees to provide the balance of the funds required to complete the consultant contract and the construction of a project sufficient to leave the property in a clean, safe environment.
9. The CITY 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 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. This covenant shall survive the termination of this agreement.

IN WITNESS WHEREOF the parties here have affixed their signatures, the CITY of Nashua, New Hampshire, on this day of _____, 2006, and the New Hampshire DEPARTMENT of Transportation on this day of _____, 2005.

NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION

CITY OF NASHUA

By: _____
Carol A. Murray
Commissioner

By: _____
Bernard A. Streeter
Mayor

Date : _____
Authorized to enter into Agreement as approved
by Governor and Council