

*Walden
Manchester NH*

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

CONTRACT BUREAU TRANSMITTAL MEMO

DATE September 15, 1975

FROM: P. E. Churchill
Director-Contract & Pass Bureau

TO: Messrs. S. B. Culliford
P. W. Carr
J. J. Nee
H. B. Berkshire
✓ Supt. - ~~XXXXXXXXXX~~ G. F. Gallagher
Agent - ~~Manchester~~, N.H.

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

CONTRACT # 59574

DEED #

CORRESPONDENCE RE CONTRACT #

OPENING NOTICE SENT

CLOSING NOTICE SENT

2014

C-7

THIS AGREEMENT made this 5th day of September, 1975,
by and between the MANCHESTER HOUSING AUTHORITY, a body public
and corporate with a principal place of business at 34 Fir Street,
Manchester, New Hampshire, hereinafter referred to as the "Authority"
and ROBERT W. MESERVE and BENJAMIN H. LACY, as Trustees of the
property of Boston and Maine Corporation, Debtor, and not in-
dividually (see In the Matter of Boston and Maine Corporation,
Debtor, United States District Court for the District of Massa-
chusetts, Docket No. 70-250M) with offices at 150 Causeway Street,
Boston, Massachusetts, hereinafter referred to as the "Trustees".

WHEREAS, the Authority desires that the Trustees perform
certain work for the Authority to permit the extension of Bouchard
Street across main line and sidetracks of the Trustees on their
Manchester and Lawrence Branch in Manchester, New Hampshire as
shown on plan dated July, 1973 and titled "Manchester Housing
Authority, Urban Renewal, Grenier Industrial Park, Site Preparation
Contract No. 2, Bouchard Street - Plan and Profile"; and

WHEREAS, the Trustees are willing to perform such work for
the Authority subject to certain terms and conditions;

NOW, THEREFORE, in consideration thereof and of their mutual
undertakings, therein, the parties hereby agree as follows:

DIVISION OF WORK

The Trustees shall make all changes, whether temporary or
permanent, of poles, wires, signs, signals, trackage, or other
appurtenances for the Trustees' railroad, including labor, materials
and equipment, and other services in connection with the installa-
tion of a grade crossing and highway flashing light signals. In
addition to office and field engineering and accounting the Trustees
will install welded rail, ties, ballast and flange rails in the
crossing area and highway flashing light signals.

The Trustees' Force Account estimate, in the amount of \$64,460,
is attached hereto and made a part of this agreement.

The Trustees hereby agree to co-ordinate its force account work with the Authority Engineer on a daily basis, by requiring their Engineer Inspector to notify the Authority Engineer each day the Trustees work on the project.

The Trustees hereby agree that their Engineering Inspector or other authorized representative shall furnish to the Authority Engineer, in triplicate, a substantially accurate written daily report of labor performed, materials incorporated in the work, a description of the work performed, equipment used, and salvage obtained (regardless of condition) exclusive of price within fifteen (15) calendar days from the close of the working day.

The Trustees hereby agree that any work to be done on a Saturday, Sunday or Legal Holiday, shall be done, only after the work has been so scheduled and the Authority Engineer notified in writing three (3) days in advance, except in a case which is an actual threat to the public safety and/or safe operation of the Trustees' railroad.

The Authority Engineer will notify the Trustees three (3) days in advance of any work to be performed in the vicinity of the Trustees' railroad on a Saturday, Sunday or Legal Holiday, except when a condition occurs which is an actual threat to the public safety and/or the safe operation of the railroad. In the latter case, the Trustees will be notified as soon as possible. Verbal advice is acceptable in all cases, however, it shall be confirmed in writing within 72 hours.

The entire cost of making said changes, as defined herein under DIVISION OF WORK, will be borne by the Authority, and the Authority will reimburse the Trustees for the actual cost of labor, materials and equipment and other services, including overheads furnished by the Trustees.

It is agreed that any supplementary estimate which may subsequently be approved by the Authority, or its designee, and the Chief Engineering Officer of the Trustees, shall also be attached hereto and made a part hereof.

All work performed by the Trustees under the section herein entitled "DIVISION OF WORK", and the records and accounts of the Trustees with respect to the costs reimburseable hereunder, and the credits allowable hereunder, to the Authority, shall be subject to inspection at any and all reasonable times by representatives of the Authority, the City of Manchester and the United States of America. All such records and accounts shall be kept and preserved for a period of three (3) years after completion of said project.

It is mutually agreed upon by the Trustees and the Authority that when equipment owned by the Trustees is used on the project, the charge for the use of such equipment will be at compensatory rental rates which are mutually agreed upon by the Authority Engineer and the Resident Engineer of the Trustees.

PROVISIONS FOR METHOD OF PAYMENT TO TRUSTEES

1. An estimate of the cost to be expended in one month by the Trustees will be prepared by the Trustees' inspector on site, consulting with the Authority Engineer.
2. From this estimate a bill will be prepared by the Trustees to be submitted to the Authority Engineer for approval and subsequent submittal.
3. This bill and other progressive estimated bills will be submitted by the Trustees to the Authority on the first of the month and the Authority will reimburse the Trustees in the full amount of these bills within thirty (30) days.
4. As the Project progresses the Trustees will, from Auditor's machine runs, adjust percentages so that the established amounts billed will closely follow actual expense.

5. Final and summary billing for force account work is to be submitted as soon as practicable, after written notification to the Authority that Trustees' force account work has been completed in conformance with the procedures of the Authority in effect, insofar as same have been called to the Trustees' attention.

FUTURE MAINTENANCE

The Trustees shall be responsible for the future maintenance of the trackage and other appurtenances of the Trustees within the limits of the project, including the automatic crossing protection.

The wearing surface of the crossing shall be maintained by the City of Manchester, N.H. in accordance with Public Utilities Commission of New Hampshire Order No. 11704, dated January 15, 1975.

MISCELLANEOUS

(1) Contracts entered into between the Authority and Contractor for the construction of subgrade, drainage and paving in this area shall contain clauses requiring Contractor to furnish for and in behalf of the Trustees, railroad protective liability and property damage liability insurance satisfactory to the Trustees.

(2) Clause to be inserted in contract for construction of said subgrade, drainage and paving, that if any work to be done by Contractor may obstruct the tracks of the Trustees' railroad, or in any way endanger the operation of its trains, and the services of a flagman or flagmen or other Trustees' employees are required by the Chief Engineer of the Trustees and men are assigned by him for the protection of the property and traffic of the Trustees' railroad against hazards capable of being cured by the Contractor, the cost of all such flagging services shall be borne by the Contractor.

(3) The Authority shall insert a clause in contracts to construct said subgrade, drainage and paving, that the Authority will withhold from payments due Contractor an amount equal to all sums due from Contractor to the Trustees for flagging services or other

labor and materials in connection with the Contract, until the Contractor has filed with the Authority a Certificate from the Trustees showing all sums have been paid, provided that the Trustees shall have reasonably filed with the Authority claims against the Contractor for such flagging or other services.

(4) The Trustees agree that, as a condition to receiving any financial assistance from the State and/or Federal Government and in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce, (Title 15 Code Federal Regulations, Part 8) issued pursuant to such Act, contracts entered into for work covered by this Agreement will be awarded without discrimination on the grounds of creed, race, color, sex or national origin.

(5) No officer, employee or agent of the Manchester Housing Authority or the Trustees who exercise any functions or responsibilities in connection with the carrying out of the projects to which this Agreement pertains, shall have any personal interest, direct or indirect in this Agreement.

(6) No member of the Authority, and no other public official who exercises any function or responsibilities in the review or approval of carrying out of the projects to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

(7) No member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise herefrom.

(8) (a) The Trustees shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., section 874; and title 40 U.S.C., section 275c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted

in contracts to insure compliance therewith by all contractors subject thereto, and shall be responsible for the submission of affidavits required of contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

(9) During the performance of this Agreement, the Trustees agree as follows:

(a) The Trustees will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Trustees will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not limited to, the following: employment upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Trustees agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this non-discrimination clause.

(b) The Trustees will, in all solicitations or advertisements for employees, placed by or on behalf of the Trustees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

(c) The Trustees will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Trustees' commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Trustees will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The Trustees will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to its books, records, and accounts by the Authority, the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(10) It is further understood that the parties recognize that Title 6 of the Civil Rights Act of 1964 and the regulations and policies of the Department of Housing and Urban Development effectuating the Title prohibit discrimination on the grounds of race, creed, color, sex or national origin. Without being by way of limitation, it is the intention of the parties that this anti-discrimination covenant shall accrue to the benefit of the United States and the Department of Housing and Urban Development.

(11) It is agreed that Trustees will purchase insurance required to provide the Trustees adequate protection against risk incident to the employment of labor engaged in performing this Agreement, and the costs for which the Trustees shall be reimbursed for all insurance costs in connection with said work by the Authority

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

MANCHESTER HOUSING AUTHORITY

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

By: *Philip B. Morgan*

ROBERT W. MESERVE AND BENJAMIN H. LACY, as Trustees of the Property of Boston and Maine Corporation, Debtor

By: *H.B. Berkshire*
Vice President-Engineering

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

ENGINEERING DEPARTMENT
MANCHESTER, N.H.

Construction by the Manchester Housing Authority of Bouchard Street Extension, at grade, over the Manchester and Lawrence Branch of the Boston and Maine Corporation about 0.23 mile south of former Willey Station.

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

The Trustees will furnish Labor, Material and Equipment for:

1. Preliminary Engineering
2. Office Engineering, review of plans and preparation of estimates.
3. Field Engineering and Inspection of construction by the Authority.
4. Accounting.
5. Construction of 3-Track grade crossing, excluding paving.
6. Installation of Automatic Flashers.
7. Install standard signs.

PRELIMINARY ESTIMATE OF EXPENSE

<u>Item</u>	<u>Labor</u>	<u>Material</u>	<u>Salvage Credit</u>	<u>Equipment</u>	<u>Other Expense</u>	<u>Item Total</u>
1.	\$ 600.					\$ 600.
2.	1000.				\$ 50.	1050.
3.	3500.				300.	3800.
4.	2763.					2763.
5.	15207.	\$ 10890.	\$(875)	\$ 4875.	600.	30697.
6.	9450.	14100.		500.	500.	24550.
7.	600.	300.		100.		1000.

GRAND TOTAL NEW ESTIMATED COST \$ 64460.

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 account operations of contractor is not included in this estimate.

Office of Vice President - Engineering
No. Billerica, Mass.
April 23, 1975

COPY OF CONTRACT No. 59574

