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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance
June 2, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into agreements totaling \$5,354,483.00 with the attached list of sub-recipients to provide funding and services under the Federal Transportation Alternatives Program (TAP) through a local project administration process, effective upon Governor and Council approval, for Fiscal Years 2016, 2017 and 2018, (100% Federal funds).

Funding is contingent upon the availability and continued appropriation funds for FY 2016, FY 2017, FY 2018 and shown as follows:

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
04-96-96-962515-2945 Municipal Aid - Federal 072-500574 Grants to Local Gov - Federal	\$809,213.20	\$2,587,279.26	\$1,957,990.54

EXPLANATION

These agreements are between the State and the Sub-recipients to delineate responsibilities for providing services necessary to plan, layout, design, acquire right-of-way, contract for construction, and/or provide oversight supervision for the Federal Aid program projects approved as part of the State Transportation Improvement Program. A listing of projects and amounts awarded is attached for reference.

The Transportation Alternatives Program, established under the Moving Ahead for Progress in the 21st Century Act: (MAP-21) provides federal funding reimbursements to promote transportation alternative activities, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, and safe routes to school infrastructure projects. The goals of the program are to improve the infrastructure for non-motorized transportation and to connect non-motorized infrastructure to multi-modal opportunities.

New Hampshire has been allocated approximately \$2.5 million per year to fund these eligible projects.

MAP-21 distributes Transportation Alternatives Program funds by population regions. The regions are: <5,000; 5,000 to 200,000; and over 200,000. In addition there are flexible Transportation Alternatives Program funds that can be used anywhere in the State. The <5,000 region has been allocated approximately \$535,000 per year, the 5,000 to 200,000 region has been allocated approximately \$428,000 per year, the over 200,000 region has been allocated approximately \$299,000 per year and the flexible fund has been allocated approximately \$1,262,000 per year.

The Department has approved these project awards after a formal application process. The Transportation Alternatives Program Advisory Committee (TAPAC) was established by the Department to develop scoring criteria to be used to select the Transportation Alternatives Program projects. Current members of the Transportation Alternatives Program Advisory Committee are listed in the table below:

Ms. Kerrie	Diers	Nashua Regional Planning Commission
Mr. Terry	Johnson	Foundation for Healthy Communities (HEAL NH)
Mr. Michael	Tardiff	Central NH Regional Planning Commission
Ms. Mary Ann	Cooney	NH Department of Health and Human Services
Mr. Tim	Blagden	Bike Walk Alliance of NH
Mr. Thomas	Jameson	NHDOT Bureau of Planning & Community Assistance
Ms. Felice	Janelle	Department of Environmental Services (Air Resource Division)
Mr. Erik	Paddleford	NHDOT Bureau of Rail & Transit
Mr. Christopher	Gamache	NH Department of Resources and Economic Development
Ms. Debra	Samaha	Dartmouth Hitchcock Medical Center Injury Prevention Center

The TAPAC came up with the following six major criteria: Safety, Potential for Success, Socioeconomic Benefit, RPC/MPO Ranking, Multi-Modal Connections, and Project Connectivity. They also weighted each criterion with the following weights: Safety-22%, Potential for Success-37%, Socioeconomic Benefits-12%, RPC/MPO Ranking-6%, Multi-Modal Connections-5%, and Project Connectivity-18%.

An application was developed using the six criterions established by the TAPAC and was distributed to the Regional Planning Commissions and potential applicants. A separate scoring committee was formed by the Department. Current members of the scoring committee are listed in the table below:

Mr. Mike	Dugas	NHDOT Bureau of Highway Design
Mr. Lou	Barker	NHDOT Bureau of Rail & Transit
Mr. John	Corrigan	NHDOT Bureau of Planning & Community Assistance
Mr. Christopher	Gamache	NH Department of Resource and Economic Development
Mr. Jim	Hewitt	NHDOT Bureau of Highway Maintenance, District 6

The scoring committee reviewed each application and used the established criteria to score each project. Projects were ranked based on their scores and a final list was generated from highest to lowest ranking.

The list of ranked projects was categorized by population region and funding was assigned. The scoring committee prepared this list for consideration and approval by the Assistant Commissioner after some minor adjustments to maximize distribution of funds by population region. The final list of projects was approved by the Assistant Commissioner on January 16, 2015.

Authorization is requested to allow the Department to enter into these agreements with the sub-recipients to ensure compliance with Federal Aid program requirements and to permit State personnel to supervise the projects and the Department to expend Federal funds.

Expenses incurred will be charged against the designated project account number and reimbursement for costs shall be borne by the Grants to Local Gov-Federal fund in the total amount of \$5,354,483.00 in accordance with Federal Aid program requirements.

Your approval of this submission is respectfully requested.

Sincerely,

A handwritten signature in cursive script that reads "William Cass".

William Cass, P.E.
Assistant Commissioner

Attachments



Sub-recipients of Transportation Alternatives Program Funds

Sub-recipients	Description	Vendor #	FY2016	FY2017	FY2018	Total Project Cost (Fed \$)
Brookline	Construct Sidewalks in two locations and construct multi-use path.	177259-B001	\$92,000.00	\$278,400.00	\$69,600.00	\$440,000.00
Claremont	Construct new sidewalks along East Street and improve Bobby Woodman Trail for non-motorized use	177373-B001	\$95,572.00	\$152,778.88	\$229,168.32	\$477,519.20
Colebrook	Complete the Streets, Main Street Project	177375-B002	\$75,600.00	\$225,600.00	\$338,400.00	\$639,600.00
Dover	Construct multi-use path to connect two portions of the Dover Community Trail, which are gaps	177380-B005	\$67,200.00	\$176,960.00	\$75,840.00	\$320,000.00
Exeter	Widen shoulders to 5' on Kingston Road (NH Route 111) for approximately 1.1 miles.	177386-B001	\$59,600.00	\$297,220.00	\$243,180.00	\$600,000.00
Henniker	Construct approximately 3,135' of 5' wide sidewalk along Rush Road, Maple Street, Prospect Street, and Hall Avenue	177404-B002	\$32,608.80	\$134,817.80	\$72,594.20	\$240,020.80
Keene	Construct 11,695' of shared lane and bike lane markings. Improve bike/ped crossing at West Street underpass, and improvements to Ami Brown Road for approximately 4,033'	177417-B002	\$68,000.00	\$195,969.30	\$65,323.10	\$329,292.40
Laconia	Upgrade sidewalk on Opechee Street, construct riverwalk on River Street, upgrade sidewalks on Winter Street, sidewalk upgrade on Stevens Street, and trail improvements to Woodland Heights School.	177419-B003	\$14,816.40	\$196,333.68	\$294,500.52	\$505,650.60
Manchester	Construct multi-use path along Baker St, Brown Ave, Dubisz St, and Sundial Ave.	177433-B004	\$95,816.00	\$353,719.60	\$190,464.40	\$640,000.00
Merrimack	Construct approximately 2,500' of non-motorized multi-use path.	177436-B002	\$48,000.00	\$213,400.00	\$174,600.00	\$436,000.00
Nashua	Construct multi-use path and pedestrian bridge over the Nashua Canal	177441-B006	\$56,000.00	\$206,400.00	\$137,600.00	\$400,000.00
Salem	Construct approximately 3,000' of multi-use path along the existing M&L rail corridor.	177472-B001	\$104,000.00	\$155,680.00	\$66,720.00	\$326,400.00
Totals			\$809,213.20	\$2,587,279.26	\$1,957,990.54	\$5,354,483.00



**TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT AGREEMENT
FOR**

STATE VENDOR #: _____
STATE PROJECT #: _____
FEDERAL PROJECT #: _____

THIS AGREEMENT, executed in *triplicate*, is made and entered into this ____ day of _____, 20__, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and the CITY/TOWN OF _____, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to _____ in the City/Town of _____ is an eligible project for funding under the Transportation Alternatives Program (TAP) created by the Intermodal Surface Transportation Efficiency Act of 1991, (ISTEA); and

WHEREAS, the DEPARTMENT has established TAP Project # _____ (the "Project") for the aforesaid project in the amount of _____ dollars (\$ _____) with eighty percent (80%) of that cost coming from Federal Highway funds, such amount being _____ dollars (\$ _____), and the remaining twenty percent (20%) of that cost coming from the PROJECT SPONSOR, such amount being _____ dollars (\$ _____); and

WHEREAS, the PROJECT SPONSOR has submitted an Application (_____) to sponsor the Project (the "Application") and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby made a part of this AGREEMENT; and

WHEREAS, the PROJECT SPONSOR desires to act as Sponsor and Manager of the Project; and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreements herein set forth by and between the parties hereto, it is mutually agreed as follows:

I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.

- C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements together with the maintenance of sidewalks, 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. **[Unless agreed otherwise at Project completion, the DEPARTMENT's maintenance responsibility shall be no greater than that which exists within the proposed Project limits on ____ prior to the start of construction.] (This section needed if State has current maintenance responsibility** Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.
- D. The PROJECT SPONSOR shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs.
- F. The PROJECT SPONSOR 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 PROJECT SPONSOR 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 of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- G. Non-Discrimination:
1. The PROJECT SPONSOR agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d—2000d-4 (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR receives Federal financial assistance extended by the State of New Hampshire. This AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.

2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
 - a. That each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
 - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.*
 - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)
 - d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor, and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*
 3. The PROJECT SPONSOR shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents>.
- H. If there is a default of any nature to this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.

II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:

- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.
- C. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.

III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:

- A. That the PROJECT SPONSOR will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in paragraph 4 of page 1. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.
- D. That the PROJECT SPONSOR agrees to commence the Project within three (3) months after the date of this AGREEMENT and substantially complete the Project within _____ () years after the date of the first notice to proceed date given by the DEPARTMENT, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension. Failure to meet either deadline without good cause may cancel the DEPARTMENT's participation in this Project at its discretion. Any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.
- E. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.

F. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

CITY/TOWN OF _____

By: _____
Commissioner
Department of Transportation

By: _____
Title:
Project Sponsor Name

Authorized to enter into Agreement as
approved by Governor & Council on

