



# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

May 1, 2023

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Safety, Division of Motor Vehicles (DMV), to enter into a Memorandum of Agreement (MOA) with the Department of Transportation (DOT) (VC#177927-B004) in an amount not to exceed \$850,000.00 to reimburse the DOT for design, construction, and construction oversight services for the rehabilitation of the eastern half of the Epping Park & Ride and the weigh station in Lebanon. Effective upon Governor and Council approval through December 31, 2023. 100% Federal Funds.

Funding is contingent on Fiscal Committee and Governor and Executive Council approval of a transfer of funds and class establishment request on the May 19, 2023 Fiscal Committee meeting and included on the agenda.

02-23-23-233015-24440000 - Dept. of Safety – Div. of Motor Vehicles – CDL Participation SFY 2023  
085-588596 – Inter-Agency Transfers \$850,000.00  
ARPA (Activity #00FRF602PH2302)

### EXPLANATION

The purpose of this MOA is to create additional commercial vehicle testing sites throughout New Hampshire to encourage more residents to obtain CDL credentials and to make the tests more accessible to potential commercial drivers across the state. The DMV received American Rescue Plan Act (ARPA) funding in November 2021, to explore and construct alternative Commercial Driver License (CDL) testing locations across the state so citizens seeking to test do not have to make arrangements to travel to Concord.

The funding will be utilized for site work, which includes adding new electrical services in the testing area, DOT project management services, tree removal, consultant design, and expansion and paving at the Epping Park and Ride and the Lebanon rest area.

The State of New Hampshire is feeling the impacts of the same lack of Commercial Vehicle drivers as the rest of the country. These impacts include significant supply chain disruption, construction and maintenance activity delays, and cutback on mass transit services. Approval of this MOA will provide additional CDL testing sites to assist in alleviating the lack of CDL operators in New Hampshire.

Respectfully submitted,

Robert L. Quinn  
Commissioner of Safety

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made by and between the State of New Hampshire Department of Transportation, hereinafter referred to as "DOT", and the State of New Hampshire Department of Safety, Division of Motor vehicles hereinafter referred to as "DMV"

WHEREAS, the State of NH is feeling the impacts of the same lack of Commercial Vehicle drivers as the rest of the country. Impacts include significant supply chain disruption, construction and maintenance activity delays, and cutback on mass transit services.

WHEREAS, in November 2021, DMV received GOFERR funding to explore and construct alternative Commercial Driver License (CDL) testing locations across the state so citizens seeking to test, don't have to make arrangements to travel to Concord.

WHEREAS, DOT and DMV agree it is in the State's best interest for DMV to expand their testing sites to encourage more residents to become CDL holders and to make the tests more accessible to potential commercial drivers across the state.

WHEREAS, DMV requested the assistance of the DOT for initial exploration of state property that could economically accommodate the needs for CDL testing.

WHEREAS, DMV requested the assistance of the DOT for design and construction oversight and the use of DOT state wide contracts for engineering services.

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

DMV agrees to:

- a) Reimburse the DOT for design, construction, and construction oversight services for the rehabilitation of the eastern half of the underutilized Epping Park & Ride off Route 125, for an amount not to exceed \$150,000. Reimbursable costs include:
  - i. Eversource Coordination and force account work to remove existing and install new electrical service for the Testing area;
  - ii. DOT services for site preparations including but not limited to barrier placement, removal of vegetation, curb and concrete, and preliminary grading;
  - iii. Payment for contractor services to include grading, binder, and final pavement placement on the testing area.
  
- b) Reimburse the DOT for design, construction, and construction oversight services for the work performed at the underutilized DMV weigh station at the I-89 SB Rest Area site in Lebanon to accommodate CDL testing for an amount not to exceed \$700,000.
  - i. Payment for consultant design services not to exceed \$85,651.72 without prior written approval by DMV.
  - ii. DOT project management services;

- iii. DOT contract rental agreement for tree removal;
- iv. Contract bidding & construction of pavement expansion for CDL testing.

- c) The maximum amount of funds available for reimbursement under this Agreement from DOS shall not exceed \$850,000. Funds may be transferred between projects upon mutual written consent between DOS and DOT.
- d) Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU.
- e) DOS shall make payment to the DOT within thirty (30) days of receipt of each invoice and with appropriate backup documentation.

DOT agrees to:

- a) Provide the statewide consultant and other resources necessary to design, permit, bid, and perform the existing site rehabilitation, and/or expansion to meet the needs of a CDL testing site;
- b) Oversee the design, permitting and construction of the CDL testing sites;
- c) Provide periodic progress reports to the DMV and identify conditions which may impact cost or schedule;
- d) Track DOT costs incurred while working on the DMV CDL testing sites. Costs incurred include labor (including straight time, overtime, holiday pay, and mileage), materials, equipment rentals, permitting fees, impact mitigation costs, etc.;
- e) Invoice the DOS as follows. DOT shall:
  - a. submit complete, dated invoices for allowable costs to DOS monthly based on expenditures incurred in the previous month;
  - b. assemble and submit invoices for work prior to the MOA data within 30 days of execution;
  - c. provide in the format generated through NH First along with appropriate backup documentation to substantiate costs;
  - d. provide all invoices with supporting documentation via email to [accountspayable@dos.nh.gov](mailto:accountspayable@dos.nh.gov);
  - e. provide the final invoice and supporting documentation to DOS no later than 90 days after the MOA completion date to allow for the receipt and processing of all subcontractor invoices as well as the completion of the final project reconciliation.

Notwithstanding any provision of this MOA to the contrary, all obligations of DOS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds.

DOS shall not be required to transfer funds from any other source in the event that federal funds are reduced or become unavailable, however, DOS shall notify DOT as soon as is reasonably possible should federal funds be reduced or become unavailable to allow for DOT to cease project activities in an effort to mitigate costs.

The Parties may agree to changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office that may be made by written agreement from both parties without obtaining approval of the Governor and Executive Council, if needed and justified.

This AGREEMENT, and all obligations of parties hereunder, shall become effective upon approval by Governor and Council and shall terminate December 31, 2023 or within 30 days notification from either DOT or DMV.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

By:



DEPARTMENT OF TRANSPORTATION  
William Cass, Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR  
VEHICLES

By:



DEPARTMENT OF SAFETY  
Robert L. Quinn, Commissioner