



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Beards
43

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Rail & Transit
January 28, 2013

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract amendment with the Town of Hanover (Vendor #159880), Hanover, New Hampshire, to extend the completion date from December 31, 2013 to December 31, 2014 and increase the contract amount by \$183,200 from \$294,016 to \$477,216 for the design and construction of improvements to a transit stop in Hanover, effective upon Governor and Council approval through December 31, 2014. The original agreement was approved by Governor and Council on April 18, 2012, Item #141. 100% Federal Funds.

Funding is available as follows:

	<u>FY2013</u>
04-96-96-964010-2916	
Public Transportation	
072-500570 Grants of Property Federal	\$183,200

EXPLANATION

The Town of Hanover is currently working cooperatively with the NH Department of Transportation and the Federal Transit Administration (FTA) to improve the joint-use transit stop on Wheelock Street, in front of the Hanover Inn and Dartmouth College Hopkins Center in Hanover, NH. This stop serves nearly 150 buses per day from five transit providers. The Town of Hanover was awarded FTA Section 5309 Capital funds (E-2008-BUSP-0843) for Phase 1 of the project which included engineering, permitting, design, and construction of improvements to the downtown bus transfer facility to expand the bus stop area to accommodate three buses simultaneously as well as taxis, enhance pedestrian safety and access to the transit services through improved sidewalks, crosswalks and a center island on East Wheelock Street, relocate and improve a bus shelter at the site, and renew and enhance landscaping at the site.

The Department was awarded FTA Capital Bus Livability funds (FTA 2012-005-TPM-BLIV) for the Town of Hanover to implement Phase 2 of the bus transit stop project which includes the design and construction of a custom curbside transit shelter, design and construction of an enclosed heated transit shelter, design and construction of a covered bicycle rack and the purchase and installation of an electronic schedule kiosk. Phase 2 of the project will enhance user mobility by increasing pedestrian and cyclist accessibility to local and intercity transit services, while the provision of a covered bicycle shelter and enclosed transit waiting area will enhance pedestrian and cyclist connectivity.

This project resulted from a combination of three distinct planning processes: The Hanover Bus Stop Feasibility Study (2008), the Southern Grafton County Public Transit-Human Service Transportation Coordination Plan (2008), and the Town of Hanover Master Plan (2003).

The Town of Hanover will procure equipment and contractor services in compliance with Federal and State requirements. The amended total project cost is \$596,520 of which Federal funds will provide 80% (\$477,216), and the Town will provide the required 20% match (\$119,304) through cash and in-kind contributions. The Department requests to extend the completion date from December 31, 2013 to December 31, 2014 in order to complete both Phase 1 and Phase 2 of this project.

All other provisions of the agreement shall remain in effect.

In the event that Federal funds become unavailable, general funds will not be requested to support this program.

The Agreement has been approved by the Attorney General as to form and execution, and the Department has verified that the funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.
Commissioner

Attachments

**AMENDMENT TO AGREEMENT
Town of Hanover**

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation and the Town of Hanover on April 18, 2012, (Item #141), to be effective upon Governor and Council approval (April 18, 2012) through December 31, 2013 and this agreement remains in effect;

WHEREAS, the Completion Date in Section 1.7 of the P-37 form is December 31, 2013;

WHEREAS, the Price Limitation in Section 1.8 of the P-37 form is \$294,016, and Exhibit A describes the Scope of Work and Exhibit B describes the budget;

WHEREAS, the Department of Transportation has available Federal Transit Administration (FTA) Section 5309 Capital funds;

RESOLVED, that the agreement be amended as follows:

Section 1.7, Completion Date, of Form P-37, to read "December 31, 2014".

Section 1.8 "Price Limitation" of the P-37 form to read \$477,216 and Exhibit A, Scope of Work shall be revised to include Phase 2 and Exhibit B shall be revised to include additional FTA Section 5309 Capital funds (increase of \$183,200).

Exhibit A, Scope of Services, shall be revised to include Phase 2 as follows:

- Design and construction of a custom curbside transit shelter
- Design and construction of an enclosed, heated transit shelter
- Design and construction of a covered bicycle rack
- Purchase and Installation of an electronic schedule kiosk

Paragraph 4 of the Scope of Services shall be revised to read, "The contract will provide funding through the Department from the FTA Section 5309 Capital Program. Phase 1 includes \$294,016 in federal funds and the required local match (\$73,504) will be provided by the Town of Hanover through cash match or eligible in-kind contributions. Phase 2 includes \$183,200 in federal funds and the required local match (\$43,300) will be provided by the Town of Hanover through cash match or eligible in-kind contributions."

Exhibit B, Budget, shall be revised to include an additional \$183,200 of FTA Section 5309 Capital funds for a revised contract total of \$477,216.

All other provisions of the agreement shall remain in effect.

Town of Hanover

Date: 1/14/13

By: 

(Name)


TOWN MANAGER

(Title)

County of GRAFTON

On this the 14th day of JANUARY, 2013, before me, SUE G. ROUARD, the undersigned officer, personally appeared JULIA N. GRIFFIN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

NH Department of Transportation

By: [Signature]

Date: 1/25/13

Title: Director

Approved by Attorney General

By: [Signature]

Date: 2/13/13

Title: Attorney

Approved by Governor and Council

By: _____

Date: _____

**EXHIBIT A
SCOPE OF SERVICES
REVISED**

The Contractor, Town of Hanover, will provide engineering, permitting, design, and construction of improvements to the bus transfer facility on East Wheelock Street in Hanover at the Hanover Inn and Hopkins Center as described in the December 2008 Hanover Bus Stop Feasibility Study and the Town's proposal to the Department dated April 6, 2011.

The project will include:

Phase 1.

- An expanded curbside transit zone along East Wheelock Street to accommodate three transit buses and taxis.
- A relocated or new bus shelter to provide protection from the elements for transit users.
- Improved sidewalks on East Wheelock Street, and other pedestrian improvements to include a crosswalk and mid-street landscaped pedestrian island on East Wheelock Street.
- Reconfiguration of existing parking along East Wheelock Street to accommodate the expanded bus stop area.
- Renewed and enhanced landscape and streetscape improvements at the site.

Phase 2.

- **Design and construction of a custom curbside transit shelter**
- **Design and construction of an enclosed, heated transit shelter**
- **Design and construction of a covered bicycle rack**
- **Purchase and installation of an electronic schedule kiosk**

The Town will procure consultant and contractor services as needed in compliance with Federal and State requirements for procurement of engineering and architectural services, and will submit procurement documents to the State upon request. The Town will submit draft and final project plans to the State for review.

The contract will provide funding through the Department from the FTA Section 5309 Capital Program. Phase 1 includes \$294,016 in federal funds and the required local match (\$73,504) will be provided by the Town of Hanover through cash match or eligible in-kind contributions. Phase 2 includes \$183,200 in federal funds and the required local match (\$43,300) will be provided by the Town of Hanover through cash match or eligible in-kind contributions.

The project will begin upon Notice to Proceed following Governor and Council approval, and have a completion date of December 31, 2013.

EXHIBIT B
REVISED
Contract Price and Method of Payment

The Contract Price shall be \$477,216, in Federal funds as included in the project budget. The Town of Hanover will provide the match in cash and in-kind contributions totaling \$116,804, as indicated below.

	<u>FTA</u> <u>SHARE</u>	<u>TOWN</u> <u>OF HANOVER</u>	<u>TOTAL</u>
<u>PHASE 1</u>			
Engineering	\$ 40,600	\$ 10,150	\$ 50,750
Construction	\$253,416	\$ 63,354	\$316,770
Total	\$294,016	\$ 73,504	\$367,520
<u>PHASE 2</u>			
Custom Curbside Shelter	\$ 40,000	\$ 10,000	\$ 50,000
Enclosed Transit waiting area	\$115,200	\$ 28,800	\$144,000
Custom Bicycle Shelter	\$ 18,000	\$ 2,000	\$ 20,000
Electronic Schedule Kiosk	\$ 10,000	\$ 2,500	\$ 12,500
Total	\$183,200	\$ 43,300	\$226,500

SECTION 5309 Capital Funds

Contract Total	\$477,216
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The Contractor shall submit bid documentation (which must be in compliance with FTA Third Party Procurement guidelines) for contractor selection, draft plans for review by the Department, and an invoice to the State for reimbursement of eligible project expenses on a monthly basis.

EXHIBIT C

SPECIAL PROVISIONS

No modifications, additions and/or deletions to Form P-37, General Provisions.

The Town of Hanover does not need a Certificate of Good Standing because they are a political subdivision.



CERTIFICATE OF VOTE OF AUTHORIZATION


Phase II

I, Peter Christie, of the Town of Hanover Board of Selectmen do hereby certify that at a meeting held on January 14, 2013:

1. I am the duly elected and acting Chairman of the Board of Selectmen;
2. The Board of Selectmen authorized the Hanover Town Manager, Julia Griffin, to execute any documents which may be necessary to effectuate the receipt of FTA Section 5309 Capital Program Funds;
3. This authorization has not been evoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above:

Julia N. Griffin, Town Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the Board of Selectmen for the Town of Hanover on this 14th date of January, 2013.



Peter Christie, Chairman - Board of Selectmen

STATE OF NEW HAMPSHIRE

County of Grafton

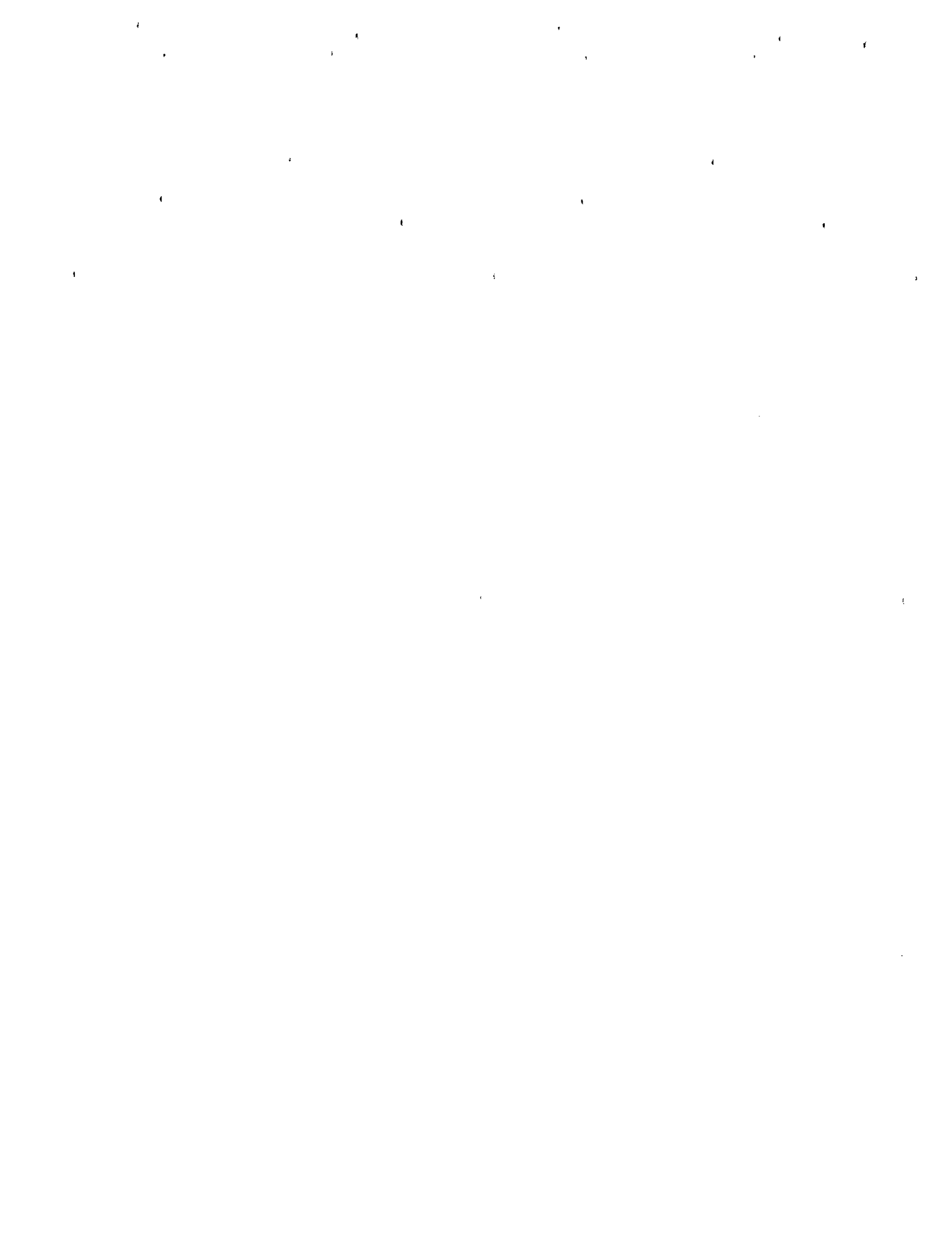
On this 14th day of January, 2013, before me Sue Girouard, the undersigned officer, personally appeared Peter Christie, who acknowledged himself to be the Chairman of the Board of Selectmen, and that he, as Select Board member, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Sue Girouard, Notary Public

SUE GIROUARD, Notary Public - Expires 12/31/15
Commission Expires 12/31/15



FINAL

BOARD OF SELECTMEN'S MEETING

January 14, 2013

7:30 P.M. – MUNICIPAL OFFICE BUILDING – HANOVER, NH

The meeting of the Board of Selectmen was called to order at 7:30 p.m. by Chairman Peter Christie. Present were: Peter Christie, Chairman; Athos Rassias, Vice Chairman; Bill Geraghty, Selectman; Nancy Carter, Selectman; Jay Buckey, Jr., Selectman; and Julia Griffin, Town Manager.

1. PUBLIC COMMENT.

Chairman Christie asked for Public Comment. Chairman Christie invited Patricia Higgins who is the new Representative for Hanover and Lyme and noted that she and Chairman Christie recently toured Italy with the Handel Society.

Representative Higgins introduced herself and confirmed that she represents both Hanover and Lyme but she wanted to meet with everyone face to face. She stated that she started service at the State House and she is assigned to the Public Works and Highways Committee which is one of the Committees that she wanted to work on. She stated that it is the most interesting committee which has very little partisanship. She noted that she wished there was money to do something about Public Works at the State level.

Ms. Griffin addressed Representative Higgins and encouraged her to feel free to contact her about any questions or issues she may have. Ms. Griffin noted that she has been a contact person for past State Representatives and she should feel free to contact her at any time.

Chairman Christie thanked Rep. Higgins for speaking to the Board. There were no other Public Comments.

2. PUBLIC HEARING TO CONSIDER AND ACCEPT DONATION OF USED VEHICLE FOR TRAINING.

Chairman Christie opened the Public Hearing. Ms. Griffin reported that the Fire Department has been offered a 1999 Subaru Legacy to be used for training. The Board of Selectmen is required to hold a public hearing whenever a donation is received in excess of \$5,000 in value. This vehicle is valued at just under \$6,000 and was donated by a Norwich family which will be used as part of extrication training.

Chairman Christie asked for any Public Comment. There were no comments from the public.

Selectman Buckey **MOVED** to Accept the Donation of the 1999 Subaru Legacy to be used for Training Purposes. Selectman Geraghty **SECONDED** the Motion.

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THE BOARD VOTED UNANIMOUSLY TO ACCEPT THE DONATION OF THE 1999 SUBARU LEGACY TO BE USED FOR TRAINING PURPOSES.

Chairman Christie closed the Public Hearing.

3. RECOMMENDATION TO AUTHORIZE TOWN MANAGER TO EXECUTE ANY DOCUMENTS WHICH MAY BE NECESSARY TO EFFECTUATE THE RECEIPT OF THE FTA SECTION 5309 CAPITAL PROGRAM FUNDS.

Ms. Griffin stated that this is the 2nd set of funds that the Town is receiving to build a custom bus shelter, a covered bicycle rack, a heated building and an electronic information kiosk in the area that was previously used for staging at the Hanover Inn for construction.

Selectman Carter MOVED to Authorize the Town Manager to Execute Any Documents Which May Be Necessary to Effectuate the Receipt of the FTA Section 5309 Capital Program Funds. Selectman Geraghty SECONDED the Motion.

Selectman Buckey asked about the dimensions of the heated building. Ms. Griffin stated that the building is about 20'x20' which is not very big but large enough for people to stand in and stay warm/dry while waiting for the bus.

Chairman Christie confirmed with Ms. Griffin that 154 buses stop each day at that location. Ms. Griffin named the numerous transportation services that utilize that bus stop. Chairman Christie stated that his sense is that the changes to the area are working very well and college students are actually using the crosswalk. Ms. Griffin stated that it took about 18 months for the education for this configuration to kick in.

Vice Chairman Rassias asked if the crosswalk is in its final stage. Ms. Griffin stated that Town Staff will be raising the island which is referred to as the "refuge" island in addition to improvements to the sidewalks. The intention was to educate drivers by painting the area first.

Selectman Carter asked if the Town would be eliminating the other crosswalks further down the road. Ms. Griffin stated that the College has retained a landscape architecture firm that is working in conjunction with a traffic engineering firm to look specifically at the plaza in front of the Hopkins Center and the Hood Museum to encourage more use but also to look at the crosswalk at the east end of the plaza. They will then determine where they want the Town to construct the bump-out. Ms. Griffin stated that they are waiting for the College consultants to weigh in before doing anything to the crosswalk near The Hood but they will move forward with the island.

THE BOARD VOTED UNANIMOUSLY TO AUTHORIZE THE TOWN MANAGER TO EXECUTE ANY DOCUMENTS WHICH MAYBE NECESSARY TO EFFECTUATE THE RECEIPT OF THE FTA SECTION 5309 CAPITAL PROGRAM FUNDS.

Chairman Christie noted that there is still need for additional lighting in that area. Ms. Griffin stated that there will be some additional lighting as part of this project for both the College

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property and the Town sidewalk. She noted that Peter Kulbacki and Mike Chase have been looking at some small streetlight technology that they can install at each end of each crosswalk. Ms. Griffin asked staff to look at whether there is LED technology that might shine directly onto the crosswalk to make pedestrians more visible.

4. CONTINUED DISCUSSION REGARDING RENTAL HOUSING ORDINANCE OPTIONS.

Ms. Griffin noted that the Board talked about this at the last meeting when Chairman Christie was absent. She hopes that the Board will make recommendations to staff as to which process they wish to pursue and then they can move toward a public hearing at a later date.

Chairman Christie asked if the Board came to any resolution or consensus at the last meeting. Vice Chairman Rassias noted that the Rental Housing Ordinance Options were discussed at length at the last Board Meeting and one of the options that appeared to be favorable was the hybrid option. There was consensus among the Board members at the last meeting that they need to move forward with some kind of option. Chairman Christie noted that he felt that a full blown registration/inspection requirement is more than they need to do and he senses that anything that could be done has legal risks associated with it. He feels that if they do something and it is challenged legally, this increases the opportunity to approach the legislation.

Chairman Christie asked for additional input for the hybrid option.

Kate Connolly was present and stated that she felt that the cons for the hybrid option are well documented and there are laws on the books already and the Town can't enforce them. She doesn't see any other way other than to have a full blown registration/inspection program; she also can't see any other way to execute the laws. Ms. Connolly stated that having a voluntary compliance piece doesn't work because things can be hidden and zoning doesn't work because it takes too long to enforce.

Ms. Connolly stated that she doesn't have a problem with having a program that costs landlords about \$100/year to ensure that their properties are safe. She doesn't feel that the hybrid is a good option. She noted that the complaints come too late and usually when tenants are moving out.

Selectman Buckey asked how the complaint system would work and whether it could be generated by a neighbor or a concerned citizen or just a tenant. Ms. Griffin stated that any of those examples would start the process and most typically it's a neighbor or a parent of a student. Selectman Buckey asked about the process under the ordinance; if a complaint came in, would that be sufficient cause for the Town to conduct an inspection? Ms. Griffin confirmed that this would be the way the ordinance would be drafted. Ms. Griffin stated that this approach would allow for them to focus on the properties where there were complaints and require regular inspections. There should be specific types of complaints listed in the ordinance.

Selectman Buckey noted that this seems to be different from the process now. Ms. Griffin stated that currently the Town has to have full compliance with the tenant or property owner to allow

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access to the property and the only way to gain access involuntarily is on an emergency basis as determined by the Fire Chief and possibly through a court order.

Ms. Connolly stated that as long as something is set up where the Town has police power so they can react in a timely manner, this would work. Chairman Christie confirmed that this was the intent. Ms. Connolly asked the Town not wait too long in moving this forward.

Bill Boyle introduced himself as a pediatrician & resident of Hanover and former health officer; he noted that he used to be the person to help deal with these complaints. He stated that he feels that there is a problem and it's usually with students although not always and they are not apt to complain because they don't want to be removed from the location and have no place to go. The Town incurred significant expense when they moved someone out of inappropriate housing in the mid-winter and the Town had to pick up the fee. He doesn't feel the hybrid option will work because he doesn't think that people will register their complaints. Dr. Boyle stated that there is no registration for rental housing and no understanding as to who is living where and he doesn't feel the hybrid option is appropriate. Dr. Boyle noted that the Planning Board is looking at rezoning areas where they will allow multi-family housing and that will include rental housing.

Chairman Christie asked if Dr. Boyle would agree that the problem is limited to approximately 20 units or 20 landlords. Dr. Boyle stated that he wouldn't agree with that because there are too many absentee landlords and this could be widespread within the village precinct. Chairman Christie stated that the hybrid option would allow the Town some different ways to handle the complaints. He noted that the difference between what is currently in place and the proposed hybrid is that if a neighbor comes in with a complaint the Town currently can not act.

Dr. Boyle felt that the Town would be labeling certain people as problem landlords and it would not provide ground rules for everyone who rents out properties. Chairman Christie stated that it goes back to recognizing that there is a problem but that it's limited to a relatively small number of landlords in town and they don't want to create a bureaucratic ordinance that has the Town employing a full time inspector and charging landlords a fee every year.

Ms. Griffin stated that if they were to have Attorney Laura Spector-Morgan draft an ordinance they could hold it up to Durham's full blown ordinance. If there are two models going simultaneously, they can see what works. Ms. Griffin reported that Durham has a much larger problem because of the thousands of students that are in their area. Ms. Griffin could have the attorney draft the hybrid ordinance and look at that compared to Durham's to see what the Board is more comfortable with.

Dr. Boyle stated that as the health officer he had to inspect every possible foster home which was required to make sure the children being placed there are safe. He doesn't feel that the Town should waffle on this and doesn't feel this is appropriate for health and safety.

Selectman Geraghty stated that he has been thinking about this since they first discussed the hybrid approach with the ultimate goal being health and safety. He asked whether it would be possible to require landlords to register with the Town at no cost; this way the Town would have the information on file so they would have access to the person that the Town should call if there

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is a problem. Selectman Geraghty proposed that if a landlord did not register by a certain date, there would be a penalty.

Selectman Geraghty stated that if there was a complaint, the Town would have the right to inspect after contact is made. This would go back to a complaint driven system but at least the Town would have the contact information and could move forward more quickly.

Selectman Geraghty wasn't sure what the staffing/cost issue would be with this approach but it doesn't seem like a lot of overhead beyond what they have already. He feels that this is somewhere in between some of the other options. Ms. Griffin felt that this was doable with current staffing. They would have to figure out the logistics for notification to require registration and track it from there.

Chairman Christie asked whether the Town can enter a building without knowing the owner if there is a complaint. Ms. Griffin confirmed that this is true. Selectman Geraghty stated that he heard previously that the issue was getting permission to get in. Chairman Christie stated that this would depend on how the ordinance is written; he hopes that it would be written that if there is a complaint then the Town would need to move on it. Selectman Geraghty confirmed that currently, the Town cannot do that. Ms. Griffin stated that they can only do this now if there is a situation where the Fire Chief gets involved or they could apply for a court order.

Vice Chairman Rassias asked about physically gaining access. Ms. Griffin stated that the ordinance would lay out the protocol for gaining access to the premises. Vice Chairman Rassias stated that the Town would love to have an ordinance like Durham's in place but he isn't sure that the numbers in Hanover would support that type of action. He is worried about the fairness in dealing with complaints when it might just be a matter of neighbors not getting along. Vice Chairman Rassias is also worried about labeling individuals who they think are not playing fair when the Town isn't necessarily in a position to judge that. Chairman Christie feels that these things will fall into a pattern and if a complaint comes forward and it's not justified, that the Town won't find a violation of the RSA.

Fred Salvatoriello approached the Board and stated that he is a Hanover resident and a representative for some corporations that own some rental property. He stated that he is assuming that they are seeking counsel with other landlords that are operating successfully and appropriately within the Town of Hanover. Mr. Salvatoriello stated that he was confused about whether the tenants would be registering under Selectman Geraghty's proposal or whether it would be the landlord. Selectman Geraghty stated that he was looking for the landlord information as the registrar and whoever manages the property if the owner lives out of town or out of the country.

Mr. Salvatoriello stated that he was uncomfortable with Dr. Boyle's concern about knowing where all of the renters are located and assumed that the tax card for the property would include the owner information. Ms. Griffin explained that the tax cards have limited information and if there was a registration form for each rental unit, the Town could then communicate with the landlord about the authorized number of tenants which would be based on zoning regulations for the unit. She noted that students may sign a lease for 3 people but then 6 people end up living

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there because they are trying to save money. Ms. Griffin stated that this is usually when complaints start coming in from neighbors.

Ms. Griffin stated that there are some units that are authorized to have more than 3 unrelated occupants but the majority are limited to 3 and the problem comes when those units are overcrowded. Mr. Salvatoriello clarified with Ms. Griffin that the overcrowding is relative to the zoning ordinance; he asked if there are public records for complaints on file. Ms. Griffin confirmed that there are complaint files in the Planning and Zoning office.

Selectman Buckey stated that the overall goal isn't so much to have inspections as it is to prevent problems. He felt that Selectman Geraghty's proposal to have a voluntary registration program could also serve as an educational function about the expectations for landlords. If a property were to be inspected, what the Town would be looking for, where can landlords find the standards, what are the rules and regulations and he felt that most people would want to do the right thing.

Chairman Christie asked about the administrative burden for Town staff. Ms. Griffin stated that if this is a yearly process it would start with a mailing based on the assessment information. There would be information added to the website and through the newspaper; then they could allow for submissions on-line and if there is no fee attached, that makes it easier. Ms. Griffin stated that they would then create a database in the Planning and Zoning office where they could track all of the units to the Assessor's information to see areas that they might have missed previously. Ms. Griffin stated that there are units out there that are illegal so it's not foolproof.

Ms. Griffin stated that if this is going to be used as a landlord education opportunity, the mailing would need to include a pamphlet with information about providing safe and habitable rental housing in Hanover. This information would include information about what the Town would be looking for during an inspection and the ordinance itself. Ms. Griffin stated that the Town has a complaint tracking process which is currently in place. Ms. Griffin stated that this proposal could be handled with current staffing; if the Board chose to go to a full rental registration program for every unit in Town with annual inspection and certification process, this would require additional staff.

Selectman Carter stated that she is concerned about the College's role; she foresees a potential problem where they have 250 beds registered and then there are 500 students needing housing. Selectman Carter stated that she is sad that the College is not present to discuss this issue with the Town. The Town is being asked to solve the College's housing problem. She feels that it is also the College's responsibility to help the Town.

Selectman Carter pointed out that Hanover is not an area with sufficient transport services since students need to live within walking distance so they can't live in surrounding communities if they don't have transportation.

Ms. Griffin stated that the Town has had this conversation with the College many times; how to keep the kids safe, how to limit the overcrowding, and how to keep students from having to pay really high rent for substandard housing.

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Ms. Griffin stated that she spoke with the Director of the Dartmouth College Real Estate Office, Ed Grampp, to discuss their ability to police the units that they advertise through the posts that they provide so they can weed out the units that are particularly problematic. The College has traditionally taken the position that if the students are living off campus, it is not their responsibility.

Chairman Christie feels that this argues toward the registration piece. Selectman Carter asked whether the Town will cause 300 students to not be able to find housing if they create this system. Ms. Griffin felt that it would require a pointed discussion with the College about the need to construct more housing on campus and the College is aware that the Town is addressing this.

Ms. Jolin Kish stated that she wrote a letter to the Board earlier which the Board acknowledged receiving. She has heard from the College that every undergraduate that wants to live on campus can do so. The people that are not on campus are there by choice and not because there's not enough room. Ms. Kish reported that she has had students approach her that are unsatisfied with their living arrangement and looking for alternative housing, when she refers them back to the College, the College provides additional options to these students. She is not sure that the College is full because that has not been her experience recently. Ms. Kish stated that the College has done so much decompression that they could expand out and she is not seeing the problem that the Town is describing regarding the undergraduate population at all.

Chairman Christie suggested that staff draft an ordinance with the hybrid system and include a registration piece. Ms. Griffin stated that she could have this drafted for the Board and hold it up against Durham's ordinance.

Selectman Carter asked whether the Town was working toward a motion to put before Town Meeting. Ms. Griffin stated that the Board has been authorized to adopt an ordinance 7 or 8 years ago so they don't need Town Meeting authorization for this. As the Town of Hanover works on their ordinance and Durham works through their ordinance, they have some things that could be presented to the legislature next year.

Chairman Christie thanked Ms. Kish for the letter she previously submitted and hoped that they answered some of her questions. Ms. Griffin noted that there would be additional discussions and then a public hearing. Dr. Boyle stated that this has been sitting on the back-burner for a few years so he is hoping that the Board move forward sooner rather than later. Chairman Christie noted that they are trying to get this in place to review in March.

5. RECOMMENDATION TO APPOINT TOWN MANAGER AS INTERIM HEALTH OFFICER.

Ms. Griffin stated that Ryan Borkowski does a great job in working with Carolyn Murray and occasionally they consult with Dr. Boyle for guidance. Ms. Griffin stated that the Town's Health Officer cannot reside in the State of Vermont so she is recommending that they appoint her as Interim Health Officer until the new Planning & Zoning Director is hired.

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Selectman Buckey MOVED to Appoint the Town Manager as Interim Health Officer. Vice Chairman Rassias SECONDED the Motion.

THE BOARD VOTED UNANIMOUSLY TO APPOINT THE TOWN MANAGER AS INTERIM HEALTH OFFICER.

Dr. Boyle stated that the State has just redistricted the regions in New Hampshire and now there is a public health region called The Upper Valley. He noted that Health Officers are probably going to play a more important role in disaster response and other tasks. Dr. Boyle stated that this is an important appointment and should not be considered as "other duties as assigned." Selectman Carter asked if Ms. Griffin has made this a requirement of the Planning & Zoning position and Ms. Griffin stated that she did.

6. BANNER REQUEST:

- Norris Cotton Cancer Center – The Prouty
- Revels North – Christmas Revels

Vice Chairman Rassias MOVED to Approve the Banner Request of the Norris Cotton Cancer Center for The Prouty and Revels North for the Christmas Revels. Selectman Buckey SECONDED the Motion.

THE BOARD VOTED UNANIMOUSLY TO APPROVE THE BANNER REQUESTS OF THE NORRIS COTTON CANCER CENTER FOR THE PROUTY AND REVELS NORTH FOR THE CHRISTMAS REVELS.

7. APPOINTMENTS:

- Affordable Housing Commission

Ms. Griffin noted that the Affordable Housing Commission asked her to approach Ed Grampp to see if he would be willing serve on the Commission and he happily agreed.

Selectman Carter MOVED to Appoint Ed Grampp to the Affordable Housing Commission for a Three Year Term to Expire in September, 2015. Selectman Geraghty SECONDED the Motion.

THE BOARD VOTED UNANIMOUSLY TO APPOINT ED GRAMPP TO THE AFFORDABLE HOUSING COMMISSION FOR A THREE YEAR TERM TO EXPIRE IN SEPTEMBER, 2015.

8. APPROVAL OF MINUTES:

- December 17, 2012

Selectman Carter noted the need to change one word in the Minutes.

Board of Selectmen
January 14, 2013

Selectman Geraghty MOVED to Approve the Minutes of December 17, 2012 as Amended. Vice Chairman Rassias SECONDED the Motion.

THE BOARD VOTED 4 IN FAVOR, 0 OPPOSED, 1 ABSTAINED TO APPROVE THE MINUTES OF DECEMBER 17, 2012. (Chairman Christie abstained from the vote).

9. ADMINISTRATIVE REPORTS.

Ms. Griffin reported that she is in the final stages of budget review with Betsy McClain and they had to cut \$267,000 to meet the Board's tax rate target. Ms. Griffin stated that in the Ambulance Fund, they are trying to figure out a way to work the budget through without putting too much pressure on the per capita fee that they charge Hanover, Lyme and Norwich. This is challenging because they are also trying to allocate more of the costs of the Fire Department operations to the Ambulance operation because more than 50% of the calls are ambulance calls. Ms. Griffin reported that the budget should be done by the end of the second week of February and then it will be submitted to the Board.

Ms. Griffin reported that the Legislature has hit the ground running and there is nothing of particular concern for the Town. The Governor's Budget proposal will come out on February 15th and depending on what Governor Hassan recommends, this will impact the Town's budget. She noted that there are a number of institutions that are clamoring to have funding restored; the University System, Department of Safety, Department of Transportation, Social Services, etc. and she doesn't envy the Governor's task in dealing with this.

Ms. Griffin stated that with the recent mild weather, there are some savings in Public Works but then fuel prices were higher than they budgeted for.

10. SELECTMEN'S REPORTS.

Jay Buckey

Selectman Buckey had nothing new to report.

Nancy Carter

Selectman Carter reported that the Planning Board met on Tuesday, January 8th and although she wasn't in attendance, she wanted the public to know that the Board is busy with the neighborhood planning project. There is a 3 page meeting guide in draft form and the next step will be to have discussions with each neighborhood to discuss the neighbors' vision for the future. Selectman Carter reported that the Town-wide forum was not as successful as they had hoped but they are optimistic that these discussions will be more successful. Selectman Carter reported that the Board is thinking about sending worksheets to the neighbors so they can think of the issues before they sit down. The worksheets are not currently on the web but the Planning & Zoning office can provide the drafts for anyone interested; they hope to meet in February.

Board of Selectmen
January 14, 2013

Bill Geraghty

Selectman Geraghty had nothing new to report.

Athos Rassias

Vice Chairman Rassias had nothing new to report.

Peter Christie

Chairman Christie reported that the Finance Committee met today and voted in support of the Teacher's contract and the School Budget. The Finance Committee also provided additional clarification as to what they recommend to the Town with regard to their budget guidelines which was significantly different than what was proposed. The Finance Committee's proposal was to have a 1.7% increase on the tax levy and to absorb any State downshifting including the \$250,000 retirement fund increases and whatever else is handed down to the Town in February. Chairman Christie stated that the Town's proposal was a 3.9% increase on the tax levy and to not absorb the downshifting. Chairman Christie stated that when the budget is finalized, the Finance Committee will issue their opinion as to whether or not they support it.

11. OTHER BUSINESS.

There was no Other Business reported.

Chairman Christie MOVED to Follow the Request for a Non-Public Session to Discuss Items Pursuant to RSA 91-a: 3, II (e).

CHAIRMAN CHRISTIE VOTED YES; SELECTMAN BUCKEY VOTED YES; SELECTMAN CARTER VOTED YES; VICE CHAIRMAN RASSIAS VOTED YES; AND SELECTMAN GERAGHTY VOTED YES. THE BOARD WENT INTO NON-PUBLIC SESSION AT 8:47 P.M.

Vice Chairman Rassias MOVED to Exit the Non-Public Session. Selectman Carter SECONDED the Motion.

THE BOARD VOTED UNANIMOUSLY TO EXIT THE NON-PUBLIC SESSION AT 9:40 P.M.

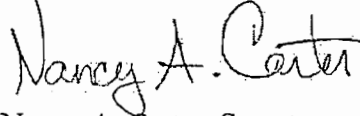
12. ADJOURNMENT.

Vice Chairman Rassias MOVED to Adjourn the Meeting. Selectman Carter SECONDED the Motion.

THE BOARD VOTED UNANIMOUSLY TO ADJOURN THE MEETING AT 9:40 P.M.

Board of Selectmen
January 14, 2013

Respectfully Submitted,



Nancy A. Carter, Secretary

Minutes prepared by Elizabeth S. Rathburn.

SUMMARY

1. Selectman Buckey **MOVED** to Accept the Donation of the 1999 Subaru Legacy to be used for Training Purposes. Selectman Geraghty **SECONDED** the Motion.

THE BOARD VOTED UNANIMOUSLY TO ACCEPT THE DONATION OF THE 1999 SUBARU LEGACY TO BE USED FOR TRAINING PURPOSES.

2. Selectman Carter **MOVED** to Authorize the Town Manager to Execute Any Documents Which May Be Necessary to Effectuate the Receipt of the FTA Section 5309 Capital Program Funds. Selectman Geraghty **SECONDED** the Motion.

THE BOARD VOTED UNANIMOUSLY TO AUTHORIZE THE TOWN MANAGER TO EXECUTE ANY DOCUMENTS WHICH MAYBE NECESSARY TO EFFECTUATE THE RECEIPT OF THE FTA SECTION 5309 CAPITAL PROGRAM FUNDS.

3. Selectman Buckey **MOVED** to Appoint the Town Manager as Interim Health Officer. Vice Chairman Rassias **SECONDED** the Motion.

THE BOARD VOTED UNANIMOUSLY TO APPOINT THE TOWN MANAGER AS INTERIM HEALTH OFFICER.

4. Vice Chairman Rassias **MOVED** to Approve the Banner Request of the Norris Cotton Cancer Center for The Prouty and Revels North for the Christmas Revels. Selectman Buckey **SECONDED** the Motion.

THE BOARD VOTED UNANIMOUSLY TO APPROVE THE BANNER REQUESTS OF THE NORRIS COTTON CANCER CENTER FOR THE PROUTY AND REVELS NORTH FOR THE CHRISTMAS REVELS.

5. Selectman Carter **MOVED** to Appoint Ed Grampp to the Affordable Housing Commission for a Three Year Term to Expire in September, 2015. Selectman Geraghty **SECONDED** the Motion.

THE BOARD VOTED UNANIMOUSLY TO APPOINT ED GRAMPP TO THE AFFORDABLE HOUSING COMMISSION FOR A THREE YEAR TERM TO EXPIRE IN SEPTEMBER, 2015.

Board of Selectmen
January 14, 2013

6. Selectman Geraghty **MOVED** to Approve the Minutes of December 17, 2012 as Amended. Vice Chairman Rassias **SECONDED** the Motion.

THE BOARD VOTED 4 IN FAVOR, 0 OPPOSED, 1 ABSTAINED TO APPROVE THE MINUTES OF DECEMBER 17, 2012. (Chairman Christie abstained from the vote).

7. Chairman Christie **MOVED** to Follow the Request for a Non-Public Session to Discuss Items Pursuant to RSA 91-a: 3, II (e).

CHAIRMAN CHRISTIE VOTED YES; SELECTMAN BUCKEY VOTED YES; SELECTMAN CARTER VOTED YES; VICE CHAIRMAN RASSIAS VOTED YES; AND SELECTMAN GERAGHTY VOTED YES. THE BOARD WENT INTO NON-PUBLIC SESSION AT 8:47 P.M.

8. Vice Chairman Rassias **MOVED** to Exit the Non-Public Session. Selectman Carter **SECONDED** the Motion.

THE BOARD VOTED UNANIMOUSLY TO EXIT THE NON-PUBLIC SESSION AT 9:40 P.M.

9. Vice Chairman Rassias **MOVED** to Adjourn the Meeting. Selectman Carter **SECONDED** the Motion.

THE BOARD VOTED UNANIMOUSLY TO ADJOURN THE MEETING AT 9:40 P.M.

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

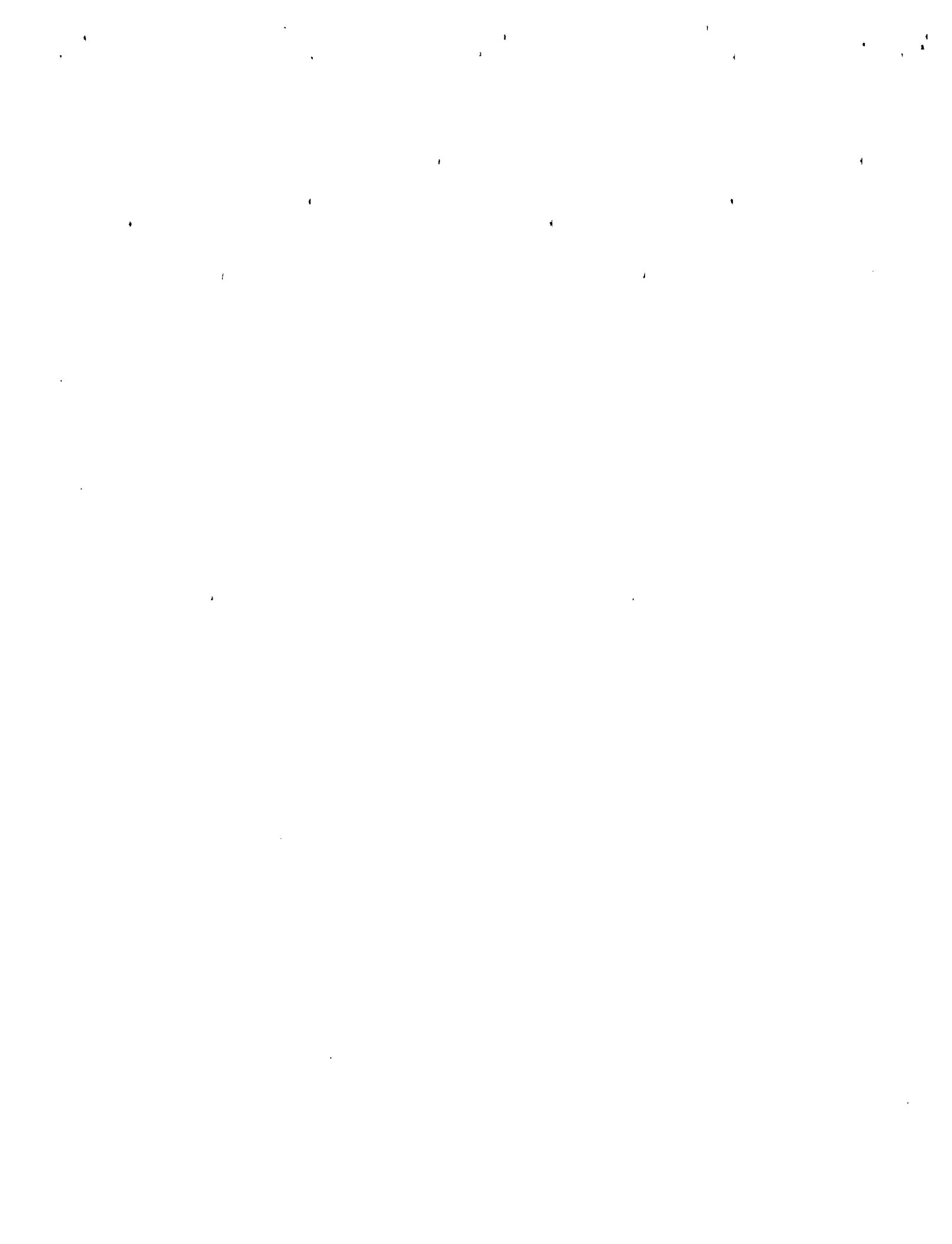
THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Town of Hanover Member Number: 029-090186 - 13		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617			
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)		
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence \$ 5,000,000		
			General Aggregate \$		
			Personal & Adv Injury \$		
			Med Exp (any one person) \$		
			Products -Comp/Op Agg \$		
			Fire Damage (each fire) \$		
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	Each Occurrence \$ 5,000,000		
			Bodily Injury (per person) \$		
			Bodily Injury (per accident) \$		
			Property Damage (per accident) \$		
			Excess Liability		Each Occurrence \$ N/A
			Aggregate \$ N/A		
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	\$Per scheduled limits and Member Agreement		
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2012	6/30/2013	Coverage A: Statutory		
			Cov. B: Each Accident \$ 2,000,000		
			Disease - Each Employee \$ 2,000,000		
			Disease - Policy Limit \$ 2,000,000		
Description: State of New Hampshire, Department of Transportation is named as Additional Covered Party relative to the Grant Money for the Bus Transit Facility located on East Wheelock Street, Hanover, NH 03755.					

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input checked="" type="checkbox"/> Additional Covered Party		<input type="checkbox"/> Loss Payee, as his, her or its interests appear	
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>			
Certificate Holder: State of New Hampshire Karen Jennison Department of Transportation 7 Hazen Drive, PO Box 483 Concord NH 03302-0483	Companies By: <u>Debra A Lewis</u> Authorized Representative	Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332	Date Issued: <u>1/15/2013</u>

*Terms in quotes are defined in the Member Agreement.





THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

His Excellency John H. Lynch, Governor
and the Honorable Council
State House
Concord, NH 03301

Bureau of Rail & Transit
March 14, 2012

Approved 4/18/12
Item #141

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with the Town of Hanover (Vendor 159880), Hanover, New Hampshire, for an amount not to exceed \$294,016 for engineering, permitting, design and construction of improvements to a bus transfer facility in Hanover, effective upon Governor and Council approval through December 31, 2013. 100% Federal.

Funding is available as follows:

	<u>FY 2012</u>
04-96-96-964010-2916	
Public Transportation	
072-500574 Grants to Local Gov't Federal	\$294,016

EXPLANATION

The Department received a request for Federal Transit Administration (FTA) Section 5309 capital program funds from the Town of Hanover, to provide engineering, permitting, design, and construction of improvements to the bus transfer facility on East Wheelock Street in Hanover at the Hanover Inn and Hopkins Center, as described in the December 2008 Hanover Bus Stop Feasibility Study and the Town of Hanover's proposal to the Department dated April 6, 2011.

The Department, working with the Upper Valley Lake Sunapee Regional Planning Commission, completed work on preliminary engineering for an intermodal facility near Interstate 89 in the Lebanon area. A number of sites were evaluated for design and construction of a facility, but the Department did not move forward with a bus terminal and park and ride lot at the highest-rated site due to neighborhood concerns and a lack of local support. Rather, an approach that emphasized smaller intermodal improvements around the region was preferred.

In pursuit of this objective, the Department of Transportation will contract with the Town of Hanover for engineering, permitting, design and construction of improvements to the downtown bus transfer facility located on East Wheelock Street in Hanover. The project will expand the bus stop area to accommodate three buses simultaneously as well as taxis, enhance pedestrian safety and access to the transit services through improved sidewalks, crosswalks and a center island on East Wheelock Street, relocate and improve a bus shelter at the site, and renew and enhance landscaping at the site. Nearly 150 buses per day from five transit and intercity providers use the facility, and these improvements are intended to make transit operations more efficient and more useful and attractive to riders.

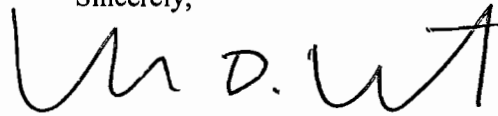
The Town of Hanover will procure consultant and contractor services in compliance with Federal and State requirements. Federal funds will provide 80% (\$294,016), and the Town will provide the required 20% match (\$73,504) through cash and in-kind contributions. The contract amount represents the available balance in a grant from the Federal Transit Administration for intermodal improvements in the I-89 corridor. Completing the project will allow the Department to fulfill the intent of the grant with successful implementation of improvements for travelers in the I-89 corridor.

In the event that Federal funds become unavailable, general funds will not be requested to support this program.

The Agreement has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", with a stylized flourish at the end.

Christopher D. Clement, Sr.
Commissioner

Subject: Town of Hanover FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

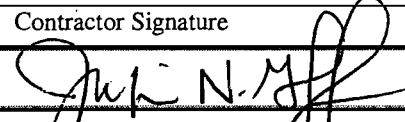
1. IDENTIFICATION.

1.1 State Agency Name <u>NH Department of Transportation</u>	1.2 State Agency Address <u>PO Box 483, 7 Hazen Drive, Concord NH 03302-0483</u>
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1.3 Contractor Name <u>Town of Hanover</u>	1.4 Contractor Address <u>PO Box 483, Hanover NH 03755</u>
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1.5 Contractor Phone Number <u>603-640-3211</u>	1.6 Account Number <u>04-96-96-964040-2916-072</u>	1.7 Completion Date <u>December 31, 2013</u>	1.8 Price Limitation <u>\$294,016.00</u>
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1.9 Contracting Officer for State Agency <u>Christopher Morgan</u>	1.10 State Agency Telephone Number <u>603-271-2468</u>
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1.11 Contractor Signature 	1.12 Name and Title of Contractor Signatory <u>Julie N. Griffin, Town Manager</u>
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1.13 Acknowledgement: State of NH, County of Grafton
 On 3/5/12, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace
 [Seal] Sue Girouard
 SUE GIROUARD, Notary Public-New Hampshire
 My Commission Expires September 9, 2014

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature 	1.15 Name and Title of State Agency Signatory <u>MICHAEL P. PLESBURY, Deputy Commissioner</u>
--	--

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)
 By: _____ Director, On: _____

1.17 Approval by the Attorney General (Form, Substance and Execution)
 By: David M. Holtz On: 4/1/12

1.18 Approval by the Governor and Executive Council
 By:  **DEPUTY SECRETARY OF STATE** APR 18 2012

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A SCOPE OF SERVICES

The Contractor, Town of Hanover, will provide engineering, permitting, design, and construction of improvements to the bus transfer facility on East Wheelock Street in Hanover at the Hanover Inn and Hopkins Center as described in the December 2008 Hanover Bus Stop Feasibility Study and the Town's proposal to the Department dated April 6, 2011.

The project will include:

1. An expanded curbside transit zone along East Wheelock Street to accommodate three transit buses and taxis.
2. A relocated or new bus shelter to provide protection from the elements for transit users.
3. Improved sidewalks on East Wheelock Street, and other pedestrian improvements to include a crosswalk and mid-street landscaped pedestrian island on East Wheelock Street.
4. Reconfiguration of existing parking along East Wheelock Street to accommodate the expanded bus stop area.
5. Renewed and enhanced landscape and streetscape improvements at the site.

The Town will procure consultant and contractor services as needed in compliance with Federal and State requirements for procurement of engineering and architectural services, and will submit procurement documents to the State upon request. The Town will submit draft and final project plans to the State for review.

The contract will provide funding through the Department from the FTA Section 5309 Capital Program in the amount of \$294,016 in federal funds for the above services. The remaining balance of the total project cost \$73,504, will be provided by the Town of Hanover through cash or eligible in-kind contributions.

The project will begin upon Notice to Proceed following Governor and Council approval, and have a completion date of December 31, 2013.

EXHIBIT B

Contract Price and Method of Payment

The Contract Price shall be \$294,016, in Federal funds as included in the project budget. The Town of Hanover will provide the match in cash and in-kind contributions totaling \$73,504, as indicated below.

	FTA Share	Town of Hanover	Total
Engineering	\$ 40,600	\$ 10,150	\$ 50,750
Construction	\$253,416	\$ 63,354	\$316,770
Total	\$294,016	\$ 73,504	\$367,520

SECTION 5309 Capital Funds

Federal Funds	\$294,016
Town of Hanover Match	<u>\$ 73,504</u>
Budget Total	\$367,520

The Contractor shall submit bid documentation (which must be in compliance with FTA Third Party Procurement guidelines) for contractor selection, draft plans for review by the Department, and an invoice to the State for reimbursement of eligible project expenses on a monthly basis.

EXHIBIT C

SPECIAL PROVISIONS

No modifications, additions and/or deletions to Form P-37, General Provisions.

The Town of Hanover does not need a Certificate of Good Standing because they are a political subdivision.

CERTIFICATE OF VOTE OF AUTHORIZATION

I, Athos Rassias, of the Town of Hanover Board of Selectmen do hereby certify that at a meeting held on February 27, 2012:

1. I am the duly elected and acting Select Board member;
2. The Board of Selectmen authorized the Hanover Town Manager, Julia Griffin, to execute any documents which may be necessary to effectuate the receipt of FTA Section 5309 Capital Program Funds;
3. This authorization has not been evoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above:

Julia N. Griffin, Town Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the Board of Selectmen for the Town of Hanover on this 5th date of March, 2012.



Athos J. Rassias, Board of Selectmen

STATE OF NEW HAMPSHIRE

County of Grafton

On this 5th day of March, 2012, before me Elizabeth Meade, the undersigned officer, personally appeared Athos Rassias, who acknowledged himself to be on the Board of Selectmen, and that he, as Select Board member, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



~~Elizabeth A. Meade, Notary Public~~
SUE GIROUARD, Notary Public-New Hampshire
My Commission Expires September 9, 2014

BOARD OF SELECTMEN'S MEETING

February 27, 2012

7:00 P.M. – MUNICIPAL OFFICE BUILDING – HANOVER, NH

The meeting of the Board of Selectmen was called to order at 7:00 p.m. by Chairman Peter Christie. Present were: Peter Christie, Chairman; Katherine Connolly, Vice Chairman; Athos Rassias, Selectman; Judith Doherty, Selectman; Bill Geraghty, Selectman; Julia Griffin, Town Manager; Jessie Levine, Assistant Town Manager and Betsy McClain, Finance Director.

1. PUBLIC COMMENT.

Chairman Christie asked for Public Comment. There were no comments from the public.

2. RECOMMENDATION TO ADOPT SUPPLEMENTAL TAX WARRANT FOR TAX YEAR 2011 RELATED TO CHANGE IN TAXABLE STATUS OF TELECOMMUNICATIONS INDUSTRY'S USE OF THE PUBLIC RIGHT-OF-WAY.

Chairman Christie invited Mike Ryan, Town Assessor, to speak to the Board regarding this item. Mr. Ryan stated that this item relates to the poles and conduits belonging to FairPoint. He noted that the local electric company pays taxes on its poles and conduits but FairPoint has not. The Legislature changed the law and this became taxable as of April, 2011. There is a supplemental bill for 2011 and FairPoint will be part of the Grand List for 2012.

Ms. Griffin stated that there are 4 different documents that the Select Board needs to sign on the supplemental warrant. One warrant is for an assessment of \$3,430,000 attributed to the poles and conduits within the Town right-of-way; the second is for \$550,000 to Comcast for their attachment to the poles; \$275,000 to SegTel for their attachment to the poles; and \$220,000 in value to VTel (or VT Telephone Company) for their attachment to the poles. Mr. Ryan noted that they asked each company to provide information about their poles and attachments back in December and the first one to come forth with the information was FairPoint.

Selectman Doherty MOVED to Adopt the Supplemental Tax Warrant for Tax Year 2011 Related to Change in Taxable Status of Telecommunications Industry's Use of the Public Right-of-Way. Vice Chairman Connolly SECONDED the motion.

THE BOARD VOTED UNANIMOUSLY TO ADOPT THE SUPPLEMENTAL TAX WARRANT FOR TAX YEAR 2011 RELATED TO CHANGE IN TAXABLE STATUS OF TELECOMMUNICATIONS INDUSTRY'S USE OF THE PUBLIC RIGHT-OF-WAY.

3. RECOMMENDATION TO ADOPT ABATEMENTS AS RECOMMENDED BY THE ADVISORY BOARD OF ASSESSORS.

Mr. Ryan stated that the Advisory Board of Assessors met on February 15th and 23rd and heard the abatement requests. The Board of Assessors is making the recommendation to the Board of Selectmen to accept the abatements.

Chairman Christie asked about the periodic assessments which are done every 5 years. He stated that they hope at the time that each resident has an assessment that is close to market value. If someone comes in asking for an abatement in year 3 claiming that their house isn't at market value, then no one else's is either. Chairman Christie asked Mr. Ryan how the Assessors know that this property is out of line and not just part of the 5 year cycle.

Mr. Ryan stated that they are property specific requests with the evidence available at that time. Even though they did the revaluation in 2008, certain properties have certainly decreased more than others. When people file for appeals, the Assessors need to look at each one individually because the market has changed. Chairman Christie stated that it changes for everybody. Chairman Christie stated that the judgment call is when a person's evaluation is disproportionately changed. Mr. Ryan stated that different parts of the market moves at different rates but they need to address issues as they arise. Chairman Christie asked about someone who chooses not to correct damage to a property. Mr. Ryan stated that the target date is April 1st so it is evaluated by what is there at that date and time.

Selectman Doherty MOVED to Accept the Abatement Requests as Presented. Selectman Geraghty SECONDED the motion.

THE BOARD VOTED UNANIMOUSLY TO ACCEPT THE ABATEMENT REQUESTS AS PRESENTED.

4. RECOMMENDATION TO AUTHORIZE TOWN MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE CONTRACT AGREEMENT BETWEEN THE TOWN OF HANOVER AND NHDOT FOR ENGINEERING, PERMITTING, DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO THE BUS TRANSFER FACILITY ON EAST WHEELOCK STREET, WHICH INCLUDES FEDERAL TRANSIT ADMINISTRATION SECTION 5309 CAPITAL PROGRAM FUNDS.

Ms. Griffin stated that there is a lot of paperwork that comes with accepting federal money. The acceptance of the federal funds requires that the Board of Selectmen authorize the Town Manager to execute all documents related to the agreement.

Vice Chairman Connolly MOVED to Authorize the Town Manager to Execute All Documents Related to the Contract Agreement Between the Town of Hanover and NHDOT for Engineering, Permitting, Design and Construction of Improvements to the Bus Transfer Facility on East Wheelock Street, which includes Federal Transit Administration Section 5309 Capital Program Funds. Selectman Rassias SECONDED the motion.

Selectman Geraghty wanted to clarify the timeline for the project. Ms. Griffin stated that they are looking at starting in the spring/summer of 2013. It doesn't make sense to get started until the Hanover Inn renovations are complete.

THE BOARD UNANIMOUSLY AGREED TO AUTHORIZE THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE CONTRACT AGREEMENT BETWEEN THE TOWN OF HANOVER AND NHDOT FOR ENGINEERING, PERMITTING, DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO THE BUS TRANSFER FACILITY ON EAST WHEELOCK STREET, WHICH INCLUDES FEDERAL TRANSIT ADMINISTRATION SECTION 5309 CAPITAL PROGRAM FUNDS.

5. 1ST BUDGET HEARING:

- Town Manager's Presentation of Proposed FY 2012-2013 Budget
- Police
- Parking
- Fire
- Ambulance

Chairman Christie gave the audience an overview of the process for the budget hearings. He noted that the process starts in November when the Board sets a tax rate target. For the next few nights, the Board will review the budget completely and they will determine those items that will require further review.

Ms. Griffin stated that again this year, the budget has been challenging and the news is bleak. There are some improvements in the region based on the leading economic indicators and there was some relief in this Legislative session because the financial impacts are felt every other year. The Town continues to see some impacts of downshifting costs to the Town. The Town has absorbed the impact of the significant reductions in State support for the Retirement System for Group II employees. The previous 35% contribution that was made to the Town has been absorbed in the amount of \$177,000; the Town is seeing little if any revenue from short term interest rates which went from \$350,000 in previous years but is down to \$70,000. The Town realized a \$40,000 reduction in State Highway Block funding and this money was previously targeted to supplement the paving budget.

Ms. Griffin stated that staff put together a series of recommendations to the Board that will result in a 3.5% tax rate increase in the General Fund but they also provided the

Bill Geraghty

Selectman Geraghty had nothing new to report.

Peter Christie

Chairman Christie reported that the Finance Committee met today and they saw a preview of the Town budget. They had a lively discussion and he will forward any feedback from the Committee to the Board in the future.

10. OTHER BUSINESS.

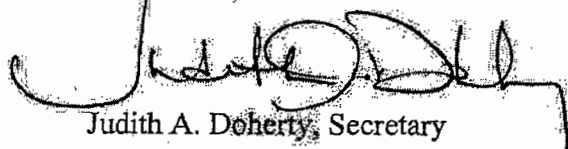
There was no Other Business reported.

11. ADJOURNMENT.

Vice Chairman Connolly MOVED to Adjourn the Meeting. Selectman Doherty SECONDED the motion.

THE BOARD VOTED UNANIMOUSLY TO ADJOURN THE MEETING AT 9:28 P.M.

Respectfully Submitted,



Judith A. Doherty, Secretary

Minutes prepared by Elizabeth S. Rathburn.

SUMMARY

1. **Selectman Doherty MOVED to Adopt the Supplemental Tax Warrant for Tax Year 2011 Related to Change in Taxable Status of Telecommunications Industry's Use of the Public Right-of-Way. Vice Chairman Connolly SECONDED the motion.**

THE BOARD VOTED UNANIMOUSLY TO ADOPT THE SUPPLEMENTAL TAX WARRANT FOR TAX YEAR 2011 RELATED TO CHANGE IN TAXABLE STATUS OF TELECOMMUNICATIONS INDUSTRY'S USE OF THE PUBLIC RIGHT-OF-WAY.

2. **Selectman Doherty MOVED to Accept the Abatement Requests as Presented. Selectman Geraghty SECONDED the motion.**

THE BOARD VOTED UNANIMOUSLY TO ACCEPT THE ABATEMENT REQUESTS AS PRESENTED.

3. **Vice Chairman Connolly MOVED to Authorize the Town Manager to Execute All Documents Related to the Contract Agreement Between the Town of Hanover and NHDOT for Engineering, Permitting, Design and Construction of Improvements to the Bus Transfer Facility on East Wheelock Street, which includes Federal Transit Administration Section 5309 Capital Program Funds. Selectman Rassias SECONDED the motion.**

THE BOARD UNANIMOUSLY AGREED TO AUTHORIZE THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE CONTRACT AGREEMENT BETWEEN THE TOWN OF HANOVER AND NHDOT FOR ENGINEERING, PERMITTING, DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO THE BUS TRANSFER FACILITY ON EAST WHELOCK STREET, WHICH INCLUDES FEDERAL TRANSIT ADMINISTRATION SECTION 5309 CAPITAL PROGRAM FUNDS.

4. **Vice Chairman Connolly MOVED to Approve the Banner Requests of the Hopkins Center and the Special Olympics Summer Games. Selectman Doherty SECONDED the motion.**

THE BOARD VOTED UNANIMOUSLY TO APPROVE THE BANNER REQUESTS OF THE HOPKINS CENTER AND THE SPECIAL OLYMPICS SUMMER GAMES.

5. **Selectman Doherty MOVED to Approve the Minutes of February 13, 2012, as Amended. Vice Chairman Connolly SECONDED the motion.**

Board of Selectmen
February 27, 2012

**THE BOARD VOTED UNANIMOUSLY TO APPROVE THE MINUTES
OF FEBRUARY 13, 2012, AS AMENDED.**

6. **Vice Chairman Connolly MOVED to Adjourn the Meeting. Selectman Doherty SECONDED the motion.**

**THE BOARD VOTED UNANIMOUSLY TO ADJOURN THE MEETING
AT 9:28 P.M.**

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Town of Hanover Member Number: 029-090186 - 12		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits <i>(subject to applicable NH statutory limits)</i>
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2011	6/30/2012	Each Occurrence \$ 5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products -Comp/Op Agg \$
			Fire Damage (each fire) \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2011	6/30/2012	Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A
			Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2011	6/30/2012	\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2011	6/30/2012	Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
			Disease - Policy Limit \$ 2,000,000
Description: State of New Hampshire, Department of Transportation is named as Additional Covered Party relative to the Grant Money for the Bus Transit Facility located on East Wheelock Street, Hanover, NH 03755.			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input checked="" type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear		
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
Certificate Holder: State of New Hampshire Karen Jennison Department of Transportation 7 Hazen Drive, PO Box 483 Concord NH 03302-0483	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>3/8/2012</u>	Please direct inquiries to: Debra A. Lewis 603.224.7447 x305

*Terms in quotes are defined in the Member Agreement.

Federal Clauses



Buy America Certification (Steel and Manufactured Products)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000)
Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Seismic Safety

Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)
Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000
Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000
Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Bonding Requirements

Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - (1) 50% of the contract price if the contract price is not more than \$1 million;
 - (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (3) \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts

Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not

expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing

benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates

(expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance

with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA

assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without

any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight

embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

Applicability – Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29,

Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration

of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No: A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

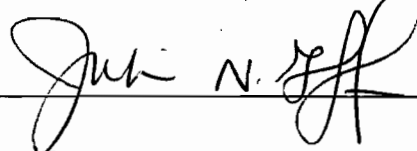
A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

By signing below the Contractor agrees to comply with the applicable Federal Clauses.

Date: March 5, 2012

Company Name: Town of Hanover

Authorized Name: Julia N. Griffin

Signature: 

Title: Town Manager

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Julia N. Griffin, hereby certify
(Name and title of official)

On behalf of Town of Hanover that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

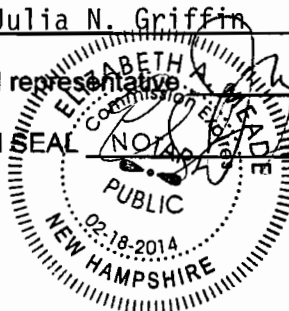
The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name Town of Hanover

Type or print name Julia N. Griffin

Signature of authorized representative [Handwritten Signature] Date 3/5/12

Signature of notary and [Handwritten Signature]



GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

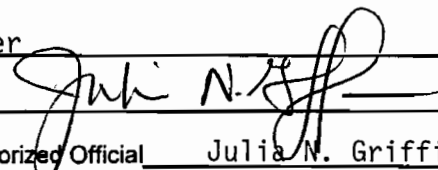
Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor Town of Hanover
Signature of Authorized Official  Date 3/5/12
Name and Title of Contractor's Authorized Official Julia N. Griffin, Town Manager

BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company Town of Hanover

Name Julia N. Griffin Title Town Manager

Signature  Date 3/5/12

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

