



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Materials & Research
January 22, 2014

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

Sole Source

REQUESTED ACTION

Authorize the Department of Transportation to enter into a sole-source agreement with the NorthEast Transportation Training & Certification Program, Inc. (NETTCP), Marshfield, MA 02050 (Vendor Code 162157) for a fee not to exceed \$65,000.00 to participate in NETTCP's training and certification program from the date of Governor and Council approval through December 31, 2015 with the option to renew for an additional two-year period subject to Governor and Council approval. 100% Federal Funds.

Funding is available as follows for FY 2014 and FY 2015 and contingent upon the availability and continued appropriation for FY 2016:

Table with 4 columns: Item, FY 2014, FY 2015, FY 2016. Row 1: 04-96-96-962015-3036 SPR Research Funds. Row 2: 066-500803 Development Training with values \$16,250.00, \$32,500.00, \$16,250.00.

EXPLANATION

This sole source request is for training that is specifically developed for technicians in the northeastern transportation industry. The agreement is sole source as NETTCP is specially and uniquely established to provide such training. Working together with the FHWA, Federal Aviation Administration (FAA) and industry throughout New England, the six New England states and New York have established a nonprofit organization named the NorthEast Transportation Training & Certification Program (NETTCP). The intent of the program is to jointly develop training and certification courses that are supported by and commonly specified by each of the member states. The NETTCP Oversight Committee includes a representative from each of the member Departments of Transportation.

Training and certification programs have been developed in a number of technical areas including hot mix asphalt, soils/aggregate, and concrete. Because the courses are created by and for the Northeastern States for the sole purpose of training and certifying transportation department staff in these highly technical areas. The cost per course is very reasonable and comparable to similar technical courses provided through private vendors, universities or various institutes, such as the Asphalt Institute or

concrete institutes around the nation. The nature of this program focuses the classes on required technical training. Additionally, the courses are located in the Northeast, often placing them within commutable, or at least within drivable distances, resulting in cost savings.

In order to assure that maximum quality control and superior highway materials are used in our Federally funded highway infrastructure, the Federal Highway Administration (FHWA) in 1995 published a regulation for *Quality Assurance Procedures for Construction* (23 CFR 637). The regulation states that "all sampling and testing data to be used in the acceptance decision or the independent assurance program shall be executed by qualified sampling and testing personnel." Compliance with this regulation is a requirement for receiving Federal Aid on highway and bridge construction projects.

The use of performance-based specifications in New Hampshire has increased over the past decade. Under these specifications, the Contractor's payment is influenced by the quality of the materials provided. It is critical that the technicians performing these tests be properly trained and certified to provide this service. In addition, the certification process offers enhanced protection to the Department should contractor disputes arise.

This Agreement provides for technician training and certification on a per-person, per-course basis for Department personnel over the upcoming two-year period. The services are to be provided at the member costs established by the program as outlined in the Agreement.

NETTCP has no employees, and therefore does not provide proof of Workers Compensation insurance coverage. This 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, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Sincerely,

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

Christopher D. Clement, Sr.  
Commissioner

CDC/ADR/dmb

Subject: Transportation Technician Training and Certification 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>NHDOT, Bureau of Materials &amp; Research</u>		1.2 State Agency Address <u>PO Box 483, 5 Hazen Drive, Concord, NH 03302-0483</u>	
1.3 Contractor Name <u>NorthEast Transportation Training &amp; Certification Program</u>		1.4 Contractor Address <u>PO Box 722, Marshfield, MA 02050</u>	
1.5 Contractor Phone Number <u>(800) 338-5535</u>	1.6 Account Number <u>04-96-96-962015-3036</u>	1.7 Completion Date <u>December 31, 2015</u>	1.8 Price Limitation <u>\$65,000.00</u>
1.9 Contracting Officer for State Agency <u>William J. Cass</u>		1.10 State Agency Telephone Number <u>(603) 271-1486</u>	
1.11 Contractor Signature <u><i>Chris Walker</i></u>		1.12 Name and Title of Contractor Signatory <u>Christopher W. Bowker, Exec. Dir.</u>	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Plymouth</u> On <u>1/15/14</u> , 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] <u><i>Martina M. Diamond</i></u>		 <p>MARTINA M. DIAMOND Notary Public Commonwealth of Massachusetts My Commission Expires August 22, 2019</p>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Martina M. Diamond</u>			
1.14 State Agency Signature <u><i>William J. Cass</i></u>		1.15 Name and Title of State Agency Signatory <u>William J. Cass, P.E.</u> <u>Director of Project Development</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: <u><i>M. N. W. A.</i></u> On: <u>2/14/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**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**

NETTCP (NorthEast Transportation Training & Certification Program) will provide technical training and certification on a per-person per-course request basis for the courses listed in Exhibit B. An overview of each training course can be found in Appendix A.

This agreement is being established to provide training and certification for construction inspectors and materials testers, thereby providing the Department a means to comply with a federal requirement that requires materials testers to be “qualified” on construction projects that utilize federal funds. NETTCP was developed by the New England states and industry to provide training and certification for materials testing technicians to provide the six states with a mechanism to “qualify” transportation technicians. The organization now also includes the state of New York.

This agreement recognizes and agrees to abide by all NETTCP certification and re-certification policies; refund and course cancellation policies; and sign-off policy as listed in Appendix B.



## EXHIBIT B

### Contract Price

To provide technical training and a certification examination, including preparation and course manuals and handouts, for a total not to exceed contract amount of \$65,000.00 for the two year time period beginning at Governor and Council approval and ending on December 31, 2015. Training and certification examinations will be provided on a per person per course request basis at the member cost listed below for each type of certification.

#### OVERVIEW OF NETTCP TRAINING COURSES

Course Title	Course Duration	Member Cost
Hot Mix Asphalt Plant Technician Certification	Five days classroom and laboratory	\$995.00/applicant
Hot Mix Asphalt Plant Technician Re-Certification	Two days classroom and laboratory	\$600.00/applicant
Hot Mix Asphalt Paving Inspector Certification	Three days classroom	\$535.00/applicant
Hot Mix Asphalt Paving Inspector Re-Certification	Two days classroom	\$345.00/applicant
Soils & Aggregate Laboratory Technician Certification	Four days classroom and laboratory	\$800.00/applicant
Soils & Aggregate Laboratory Technician Re-Certification	Tree days classroom and laboratory	\$800.00/applicant
Soils & Aggregate Inspector Certification	Three days classroom and laboratory	\$635.00/applicant
Soils & Aggregate Inspector Re-Certification	Two days classroom and laboratory	\$425.00/applicant
Concrete Technician Certification	Two days classroom	\$275.00/applicant
Concrete Technician Re-Certification	Two day classroom	\$175.00/applicant
Concrete Inspector Certification	Three day classroom	\$565.00/applicant
Concrete Inspector Re-Certification	Two day classroom	\$365.00/applicant
PG Asphalt Binder Laboratory Technician Certification	Three days classroom and laboratory	\$1,500.00/applicant
PG Asphalt Binder Laboratory Technician Re-Certification	Two days classroom and laboratory	\$1,000.00/applicant

<b>Course Title</b>	<b>Course Duration</b>	<b>Member Cost</b>
Quality Assurance Technologist Certification	Three days classroom	\$650.00/applicant
Quality Assurance Technologist Re-Certification	Two days classroom	\$450.00/applicant
Drilled Shaft Foundation Inspector Certification (NHI Course No. 132070)	Three days classroom	\$650.00/applicant
Drilled Shaft Foundation Inspector Recertification	1.5 days classroom	\$345.00/applicant
Driven Pile Foundation Inspector Certification	2.5 days classroom	\$750.00/applicant
Driven Pile Foundation Inspector Recertification	1.5 days classroom	\$345.00/applicant
Subsurface Inspector Certification and Recertification	Three days classroom	\$865.00/applicant
Nuclear Gauge Certification	One day classroom	\$180.00/applicant

Upon request from NETTCP, the Department will approve individual course and examination cost increases, provided the cost increase does not exceed the posted members cost. Additional training and certification courses not listed above may be approved and paid under this agreement. The cost of new training and certification courses shall not exceed the standard posted rates being charged to other member applicants. The cost for re-examination shall be billed at the standard posted rate for each course.

NETTCP shall monitor total contract billings and not provide training and/or certification services to Department applicants if the cost of such services would cause the total billed amount for this agreement to exceed the contract amount of \$65,000.00. The Department will not pay for any services, whether authorized or not, which exceed the total contract amount of \$65,000.00.

## **EXHIBIT C**

### **Additional Provisions**

- 1) Insurance requirements of section 14 Insurance are waived.
- 2) NETTCP and its trainers are Subcontractors, and have no employees as defined in N.H. RSA chapter 281-A:2 Definitions VI.(a). They are therefore exempt from the requirement to provide Workers' Compensation insurance.

**APPENDIX A**

**NETTCP POLICIES**



## NorthEast Transportation Training and Certification Program (NETTCP)

Connecticut  
Massachusetts  
Maine  
New Hampshire  
New York  
Rhode Island  
Vermont

[Certification Courses](#)   [Course Schedule](#)

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### *NETTCP Organizational Policies*

[Membership Policy](#)

[Sign-Off Policy](#)

[De-Certification Policy](#)

[Re-Certification Policy](#)

[Privacy Policy](#)

[Course Refund Policy](#)

[Course Cancellation Policy](#)

[Complaints and Protests Policy](#)   [NETTCP Scholarships](#)

[Laboratory Certification Program Replacement Certification Cards](#)

[Interim Certification Policy](#)

[Records Policy](#)

### *NETTCP Applications*

[Scholarship Application](#)

[Interim Certification Registration Form](#)

[Membership Application](#)

[Resume Template](#)

### **Interim Certification Policy**

Interim Certification for Technicians or Inspectors is defined as that status which is granted to an individual, by NETTCP, based solely on experience and/or informal training. It shall be granted only when an individual cannot attain formal qualification due to circumstances beyond his/her control. Interim Certifications shall be valid only for the construction season subsequent to the date of issuance of that certification. Interim certification for Technician or Inspectors are offered for all certifications with the exception of the Quality Assurance Technologist.

Applicants are required to produce the following:

1. A resume that clearly indicates the individual's experience in the area of the certification for which is being sought.
2. Documentation that the individual has worked under the direct supervision of a NETTCP Certified Technician or Inspector, within the same area of expertise, for a minimum of thirty (30) days). During this work period, the individual must demonstrate their ability to perform the procedures and calculations as required by NETTCP for that area in which interim qualification is sought. The completed evaluation form shall be signed by the NETTCP Certified Technician(s) or Inspector(s) who

supervised the training. The evaluation form is not required for Drilled Shaft Inspector, Driven Pile Inspector or Subsurface Inspector.

3. Prerequisites such as ACI Grade 1 Field Certification for the Concrete Technician or Nuclear Gauge Certification for the HMA Paving Inspector and Soils and Aggregate Inspector will still be required for Interim Certification.

Interim Certified Technicians or Inspectors who wish to continue performing testing and inspection services that require certification through NETTCP shall attain that certification before the succeeding construction season. Full time students may apply for an additional season of Interim Certification between school years. Such students must meet the conditions stated above, and shall substantiate their intent to register for the succeeding fall semester.

Individuals seeking Interim Certification shall submit a completed Registration Form, completed evaluation form (if required), resume, copies of any additional required certifications and money to NETTCP.

Those individuals who receive an Interim Certification must attend the next available certification course if one is scheduled during the year. If the interim certified individual does not attend the course or pass the examination(s) their interim certification will be revoked.

*Interim certified individuals are subject to examination by state DOT's to verify their competence.*

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### **Laboratory Certification Program**

#### **Background**

The Federal Regulation for Quality Assurance Procedures for Construction (23 CFR 637) identifies the following three requirements for the qualification of laboratories:

- State Agency Central Laboratory - must be AAP accredited by June 30, 1997
- Contractor Laboratories performing Independent Assurance (IA) or Dispute Resolution - must be AAP accredited by June 29, 2000
- Contractor & Other State Agency Laboratories Performing Sampling & Testing used for Acceptance - must be "qualified" through appropriate programs established by each state by June 29, 2000

The following is the Laboratory Certification Program established to address the third bullet above.

#### **Program Description**

This Laboratory Certification Program (LCP) will be administered by the NorthEast Transportation Training and Certification Program (NETTCP) and implemented by each participating state in accordance with procedures established under the auspices of the NETTCP. The following three

Laboratory Categories have been established for the NETTCP LCP:

- 1- Transportation Agency laboratories other than the Central Laboratory (Satellite/District/Regional/Project) laboratories performing acceptance testing
- 2- Contractor or Consultant laboratories that are utilized by:
  - Transportation Agency Personnel performing Acceptance testing; or
  - Consultant personnel performing Acceptance as "Designated Agent" to The Transportation Agency; or
  - Contractor or Consultant personnel performing Quality Control Testing that may be used in the Acceptance decision.
- 3 Contractor or Consultant laboratories performing only QC testing.

**For a complete copy of the NETTCP Laboratory Certification Program (LCP) please contact NETTCP.**

**Those agencies, contractors and suppliers who have laboratories and are seeking to have them qualified should contact NETTCP for scheduling and associated costs.**

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### **Privacy Policy**

Your privacy is important to us, and maintaining your trust and confidence is one of our highest priorities. We respect your right to keep your personal information confidential and understand your desire to avoid unwanted solicitations. Please review our privacy policy to gain a better understanding of what we do with the information you provide us and how we keep it private and secure.

#### **A. Types of Information We Collect**

We collect certain personal information about you but only when that information is provided by you or is obtained by us with your authorization. We use that information to register you for training and certification classes, and to make your certification status available at your request.

Examples of sources from which we collect information include:

- interviews and phone calls with you
- letters or e-mails from you
- registrations submitted by you or by another person on your behalf

#### **B. Use of Cookies**

NETTCP uses browser "cookies" for customer sessions. A cookie is a small file stored by the browser that can only be read by the same server that set it. NETTCP does not store any

sensitive information, such as credit card numbers or passwords, in the cookies it uses. When NETTCP creates a shopping cart for a customer, it will set a cookie to associate the customer with a particular shopping cart. There are several situations, in addition to adding products to a cart, which will cause a shopping cart to be created, including registered customer log-in, or coming to the store from an associate link. If the customer has cookies disabled, the shopping cart will be linked to the customer's IP address.

If a registered customer logs in, a cookie is created that tells NETTCP who it is. This is a "session" cookie, which means it will expire as soon as the customer closes their browser, or does not do anything on the store Website for an extended period of time, or if the customer completes an order.

When a customer selects tax, shipping, or payment method options, and then clicks on Checkout on the main shopping cart screen, these selections are stored in a cookie. This allows NETTCP to "remember" the customer's selections if they return to the store to place another order. The cookie will expire one year from the date it was created. If the customer's browser does not allow cookies, the "memory" feature will not be available.

#### **C. Parties to Whom We Disclose Information**

As a rule, we do not disclose personal information about our certification holders or former certification holders to anyone. However, to the extent permitted by law and any applicable state Code of Professional Conduct, certain nonpublic information about you may be disclosed in the following situations:

To comply with a validly issued and enforceable subpoena or summons.

In the course of a review of our organization's practices under the authorization of a state or national licensing board, or as necessary to properly respond to an inquiry or complaint from such a licensing board of organization.

As a part of any actual or threatened legal proceedings or alternative dispute resolution proceedings initiated either by or against us, provided we disclose only the information necessary to file, pursue, or defend against the lawsuit and take reasonable precautions to ensure that the information disclosed does not become a matter of public record.

To provide information to affiliates of the organization and nonaffiliated third parties who perform services or functions for us in conjunction with our services to you, but only if we have a contractual agreement with the other party which prohibits them from disclosing or using the information other than for the purposes for which it was disclosed.

#### **D. Confidentiality and Security of Nonpublic Personal Information**

Except as otherwise described in this notice, we restrict access

to nonpublic personal information about you to employees of our organization and other parties who must use that information to provide services to you. Their right to further disclose and use the information is limited by the policies of our organization, applicable law, our Code of Professional Conduct, and nondisclosure agreements where appropriate. We also maintain physical, electronic, and procedural safeguards in compliance with applicable laws and regulations to guard your personal information from unauthorized access, alteration, or premature destruction.

#### **E. Contact Information**

Please contact us if you have any questions.

- Phone: (781) 837-2680
- Fax: (781) 837-2683
- E-Mail: [nettcp@netway.com](mailto:nettcp@netway.com)
- Mail: NETTCP, P.O. Box 722, Marshfield, MA 02050

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#### **Refund Policy**

1. Registration Form(s) and fee(s) must be received by NETTCP fifteen (15) days prior to the start of the course.
2. Cancellation by the candidate within ten (10) days before the start of the scheduled course will result in a 50% refund. Cancellation by the candidate within five (5) days before the start of the scheduled course will result in no refund.
3. If a candidate does not attend the course for which he/she had applied and paid for and did not notify NETTCP within the required time frames, no refund will be issued.
4. Unforeseen emergency during the course will result in no refund but the candidate will be allowed to retake the course at a later date with an additional fee of 15% of the course cost.

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#### **Course Cancellation Policy**

1. NETTCP reserves the right to cancel or reschedule courses based on candidate registrations. If NETTCP cancels a course or changes the schedule, candidates will be notified within ten (10) days of the original scheduled course. If a candidate is unable to attend a rescheduled course the course fee will be refunded.
2. If inclement weather is possible, candidates scheduled to attend a certification course should verify if the course will be held or cancelled. A decision will be made by NETTCP twenty-four (24) hours prior to the start of the course. Candidates can call NETTCP at 1-800-338-5535 or 1-781-837-2680 to find out the status of a scheduled course

or contact the hotel or facility where the course is scheduled to be held.

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### **Replacement Certification Cards**

Certified people can obtain a replacement certification card from NETTCP at the cost of \$25.00. In some cases it may be necessary to supply NETTCP with a digital photograph of the certified person.

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### **Re-Certification Policy**

1. The certification period for all individuals who were certified beginning December 1, 1998 is five (5) years.
2. Re-certification will require participation and successful completion of a course and examination.
3. NETTCP will notify certified individuals when their re-certification is due.
4. Certified individuals will have one (1) year from their expiration date to attend and complete a re-certification course in order to remain certified. During this one year grace period the individual will not be recognized as certified and will not be able to sign off on course candidates.

Please note that it is the individual's responsibility to notify NETTCP of an address change.

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### **De-Certification Policy**

1. A certified individual shall be de-certified for failure to comply with the NETTCP re-certification policy.
2. A certified individual may be de-certified for any of the following reasons:
  - a. Found to be guilty of falsifying test result records and/or reports or recommending acceptance of obviously defective material.
  - b. Improper performance of sampling, testing or inspection to assure the quality of material or workmanship.
  - c. Failure to comply with the NETTCP "Sign-off" Policy.
  - d. Any attempt to influence an examiner for a passing grade.
  - e. Copying or taping (audio or visual) of NETTCP examinations (written or performance) shall not be allowed and such action by a person will result in the removal of all NETTCP certifications and NETTCP reserves the right to prohibit that person

from participating in future certification courses.

3. NETTCP may issue warnings, suspensions of certifications or other disciplinary actions as the NETTCP deems appropriate for the offense committed.
4. The offenses cited in paragraphs a and b of Section 2 above shall be documented by a NETTCP certified individual or current NETTCP Board or Committee Member on a NETTCP Report of Improper Testing or Inspection Form.
5. A certified individual who has received disciplinary action pursuant to this policy may appeal the action by submitting a written response within thirty (30) days after receipt of such disciplinary action. The response shall be addressed to the Executive Director of the NETTCP and a hearing with the NETTCP Executive Committee will be scheduled within sixty (60) days of such response. Following the hearing the NETTCP Executive Committee will issue its final decision within thirty (30) days.

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#### **Complaints and Protests Policy**

Any candidate wishing to register a complaint/protest regarding a course, examiner, examination result, or a Board decision must do so in writing within thirty (30) days of the event. The written complaint/protest must be specific with regards to location, person(s) involved (if any), date, and the exact nature of the complaint/protest. The written complaint/protest must be dated and bear the name and signature of the person making the complaint/protest.

All complaints/protests will be addressed by the NETTCP Executive Committee (excluding any members directly involved with the complaint/protest). All complaints/protests will be answered in writing within sixty (60) days of receipt and all decisions will be final.

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#### **Records Policy**

1. All records (registrations, evaluation forms, examinations, etc.) are the property of NETTCP.
2. Closed book written examinations do not allow the use of any reference material (books, notes, etc.). Persons found to be in violation of this policy will be subject to disciplinary action up to and including revocation of their certification(s).
3. Written and performance examinations will be maintained by NETTCP for a period of nine (9) months. Following the nine (9) month period all examinations will be destroyed.

4. Personal information (home address, telephone number, etc.) of candidates will not be made available to the public. Access to this information is only available to NETTCP or its representative.
5. The individual's name, certification type, certification number, date of expiration and the employer at the time of certification will be made available on the NETTCP website.

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### **Sign-Off Policy**

Certified Individuals who are signing off on candidates that require a completed evaluation form (PG Binder and Interim certification) have a responsibility to ensure that the candidate meets the required prerequisites.

The NETTCP Board of Directors adopted the following policy:

"If a certified individual signs off on a candidate for an interim certification, the certified individual may be asked to submit written documentation of the criteria he/she used to warrant the sign-off. If the written documentation is not satisfactory to the Executive Committee, disciplinary action up to revocation of certification(s) may be taken."

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### **NETTCP Scholarships**

#### **NORTHEAST TRANSPORTATION TRAINING AND CERTIFICATION PROGRAM (NETTCP)**

##### **Educational Scholarships**

NETTCP will be awarding five \$2000 annual scholarships to deserving students who are residents of or attending schools within an NETTCP Member State who have at least completed their first year in an appropriate engineering or construction technology program with an interest in the construction materials field. The scholarships will be awarded as follows:

- The "Robert Joubert Scholarship" will be awarded to a student with an interest in the Hot Mix Asphalt Industry.
- The "Robert Barton Scholarship" will be awarded to a student with an interest in the Portland Cement Concrete Industry.
- The "Leo Stevens Scholarship" will be awarded to a student enrolled in an engineering or construction technology program.
- The "Jack Stephens Memorial Scholarship" will be awarded to a student with an interest in research.
- The "Jeffrey Pochily Memorial Scholarship" will be awarded to a student with an interest in testing, inspection, and quality control.

Students wishing to apply should fill out the application and

submit it with the required materials to NETTCP *no later than* Oct. 20th. Information received after this deadline will *not* be considered for the scholarship review process. Applications will be reviewed by NETTCP and scholarship recipients will be notified by Nov. 15th. Scholarships will be presented at the NETTCP Annual Meeting in December.

Required Materials:

1. Completed scholarship application form
2. Applicant's resume
3. Current academic transcript
4. Applicant's statement (500 words or less) as to why he/she should receive one of the NETTCP scholarships. The statement should include any experience you have within your major field and your future goals.
5. Two letters of reference (see reference form)  
Letters of reference should be submitted directly to NETTCP or may be included in signed, sealed envelopes with the application materials.

Students awarded scholarships can re-apply for the scholarships in subsequent years, however, preference is given to students that have not already received a NETTCP scholarship.

Return the complete application and supporting materials to:

NETTCP  
P.O. Box 722  
Marshfield, MA 02050  
(781) 837-2680

Applications may also be submitted electronically at:  
[nettcp@verizon.net](mailto:nettcp@verizon.net).

### **Membership Policy**

#### **Overview**

The development and implementation of the NorthEast Transportation Training and Certification Program (NETTCP) has been made possible through funding contributions from the Federal Highway Administration (FHWA), the Federal Aviation Administration (FAA), the six New England states, contractors, consulting firms, private testing labs and industry associations. This funding has allowed NETTCP to develop courses, retain the services of consultants to develop manuals, conduct pilot courses, work on standardization issues, develop and print the policy and procedures manuals, etc. As more courses continue to be developed, there needs to be a partnership in funding the development of new courses and other developmental work as approved by the NETTCP Board of Directors.

The six New England states, the FHWA and the FAA have collectively committed nearly \$250,000 to the initial development of the program. Industry as a whole has contributed approximately \$60,000. Therefore, to encourage

industry contributions and to sustain the continued development and success of the NETTCP, the following policy statement has been developed.

**Founding Sponsor**

Those organizations/companies that made an initial grant of at least \$1,000.00 to NETTCP will be identified as Founding Sponsors. The names of Founding Sponsors will be listed on NETTCP publications alongside the state agencies as the sponsoring organizations of the NETTCP.

**Corporate Membership**

Those companies that make a yearly grant of at least \$1,000.00 to NETTCP.

**State or Regional Association Membership**

Those companies that make a yearly grant of at least \$2,500.00 to NETTCP.

**National Organization Membership**

Those companies that make a yearly grant of at least \$5,000.00 to NETTCP.

Each member will receive the following benefits:

- Member rates to attend courses
- Member companies will be invoiced for candidates attending courses
- Access to your certified employees on the NETTCP website
- Standing invitations to attend NETTCP Board of Directors meetings as visitors
- "Certificate of Membership"
- Name listed on NETTCP publications
- Free advertising on the NETTCP website and a link to your website
- \$400 from each membership fee is placed into the NETTCP scholarship fund.

Membership will be renewed annually at the start of the calendar year (January 1st) and the membership fee must be received by February 15th in order to receive all of the benefits.

**Membership Application**

**Non-Members**

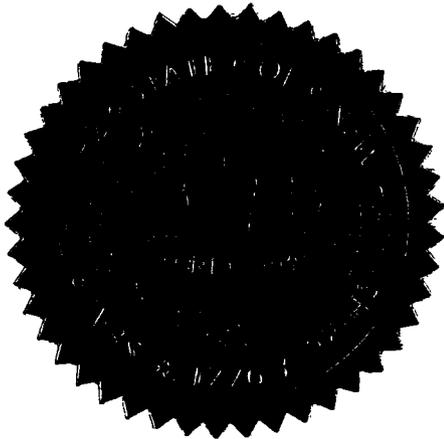
Those organizations/companies or individuals that are Non-Members will be assessed a per participant fee of approximately 35% above the course cost to register individuals in the NETTCP training and certification courses.

Note: This policy is a guideline and subject to case-by-case approval by the NETTCP Executive Committee.

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Northeast Transportation Training and Certification Program, Inc. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on August 29, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of December, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

# NorthEast Transportation Training and Certification Program

C T • M A • M E • N H • N Y • R I • V T

## Certificate of Vote

I, James Mahoney, hereby certify that I am the duly elected Secretary of the "NorthEast Transportation Training and Certification Program, Inc." (NETTCP).

I hereby certify the following is a true copy of a vote taken at a meeting of the Executive Committee of NETTCP, duly called and held on September 15, 2011 at which time a quorum of the Executive Committee was present and voting:

### **VOTED:**

"RESOLVED that Christopher W. Bowker, the Executive Director of NETTCP, is authorized to execute on behalf of NETTCP any bid, proposal or contract to be performed by NETTCP for the State of New Hampshire, specifically the New Hampshire Department of Transportation, and to execute any documents which he may in his judgment deem to be necessary to effect the purpose of this vote."

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of Jan. 15, 2014 and that Christopher W. Bowker is duly elected the Executive Director of NETTCP.

Date: January 15, 2014

  
James Mahoney, Secretary

MARYA B. MAHONEY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JAN. 31, 2017

