



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

Bureau of Planning and Community Assistance  
January 30, 2017

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

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into agreements with the Littleton School District SAU #84 (sub-recipient) (Vendor #177428) totaling \$9,860.00 to provide funding under the Federal Safe Routes to School (SRTS) Program through a local project administration process to engage in non-infrastructure activities for Lakeway Elementary School in the Town of Littleton effective upon Governor and Council approval, through September 30, 2019. 100% Federal funds.

Funding is available as follows:

04-96-96-962515-2945	<u>FY 2017</u>
Municipal Aid – Federal	
072-500574 Grants to Local Gov – Federal	\$9,860.00

**EXPLANATION**

Fiscal Year to date vendor expenses exceed the \$25,000 limit and therefore require Governor and Council approval.

This agreement is between the State and the sub-recipient to delineate responsibilities for providing assistance for educational and encouragement activities and provide oversight supervision and contract a Federal Aid Program project approved as part of the State Transportation Improvement Program.

The Safe Routes to School program, established under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provides 100% federal funding reimbursements to promote safe walking and bicycling between home and school for students in kindergarten through eighth grade who live within approximately two miles of school. This includes children with disabilities. The goals of the program are to reduce traffic congestion around schools, improve health by reducing childhood overweight and obesity, and improve environmental conditions through reduced use of single-occupancy vehicles for transportation to school.

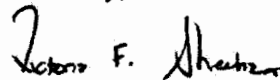
New Hampshire has been allocated approximately \$8 million for the life of the program to be funded by Federal funds for infrastructure and non-infrastructure projects.

The Department has approved this non-infrastructure award through an application process intended to ensure that local sponsors offers activities consistent with the program's goals. North Country Council reviewed the application. Applications are also reviewed by Department staff for eligibility. The Statewide Advisory Committee then reviews the application and recommends approval. Members voting on the applicate were: Lisa Murphy, staff member for the Southwest Region Planning Commission; Matt Waitkins, staff member for the Nashua Regional Planning Commission; Scot Foster, staff member for Nutrition and Health Promotion, NH Department of Health and Human Services; Dave Topham, representative of the Bike-Walk Alliance of New Hampshire; Terrance Johnson, staff member for the Foundation for Health Communities, representing the Walkable-Livable Communities Movement; and Amy C. Clark, staff member for School Safety and Facilities Management, NH Department of Education.

Authorization is requested to allow the Department to enter into this agreement with the sub-recipient to ensure compliance with Federal Aid program requirements and to permit State personnel to supervise the project and the Department to expend Federal funds.

Expenses incurred will be charged against the designated project account number and reimbursement for costs shall be borne by the Grants to Local Gov-Federal fund in the total amount of \$9,860.00 in accordance with Federal Aid program requirements.

Sincerely,

A handwritten signature in dark ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan  
Commissioner

Attachment

**SAFE ROUTES TO SCHOOL PROGRAM  
PROJECT AGREEMENT - NON-INFRASTRUCTURE  
FOR**

**LITTLETON SCHOOL DISTRICT, SAU 84**

**STATE VENDOR: 177428**

**STATE PROJECT: 41282**

**FEDERAL PROJECT: X-A004(579)**

THIS AGREEMENT, executed in *triplicate*, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and the LITTLETON SCHOOL DISTRICT, SAU 84, hereinafter called the "DISTRICT".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to educational and encouragement activities in the Town of Littleton is an eligible project for funding under the Safe Routes to School program, hereinafter called "SRTS", created by the Safe, Accountable, Flexible Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU); and

WHEREAS, the DEPARTMENT has established SRTS Project #41282 (the "Project") for the aforesaid project in the amount of Nine thousand eight hundred sixty dollars (\$9,860.00) for non-infrastructure funding, with one hundred percent (100%) of that cost coming from Federal Highway funds; and

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

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

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

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

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

**I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:**

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

- B. The PROJECT SPONSOR shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of the approved amounts paid for the Project's non-infrastructure work as set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- C. The PROJECT SPONSOR is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs.
- D. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- E. Non-Discrimination:
1. The PROJECT SPONSOR agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d—2000d-4 (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of The Department of Transportation –Effectuation of Title VI of the Civil Rights Act of 1964" (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR receives Federal financial assistance extended by the State of New Hampshire. This AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.
  2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:

- a. That each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
  - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.*
  - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*
  - d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor, and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*
- F. If there is a default of any nature to this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.

## **II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:**

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

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

- A. That the PROJECT SPONSOR will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in paragraph 4 on page 1 herein. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.
- D. That the PROJECT SPONSOR agrees to commence the Project within three (3) months after the date of this AGREEMENT and substantially complete the Project within two (2) years after the date of the first notice to proceed date given by the DEPARTMENT, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the SRTS Statewide Advisory Committee for an extension. Failure to meet either deadline without good cause may cancel the DEPARTMENT's participation in this Project at its discretion. Any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.

- E. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates.
- F. This AGREEMENT is contingent upon the appropriation of sufficient funds from the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.

**NEW HAMPSHIRE DEPARTMENT  
OF TRANSPORTATION**

By: \_\_\_\_\_  
Commissioner  
Department of Transportation

**LITTLETON SCHOOL DISTRICT, SAU 84**

By: \_\_\_\_\_  
Crystal Martin, Principal  
Lakewood Elementary School  
Littleton School District. SAU 84

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

\_\_\_\_\_.