



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



96

CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance  
November 12, 2013

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** Project Agreement with the University of New Hampshire, Civil Engineering Department, Durham, New Hampshire (Vendor #177867) to administer the Local Technical Assistance Program (LTAP) for a fee not to exceed \$745,502. This Agreement will become effective from January 1, 2014 through December 31, 2015. 100% Federal funds.

Funding is available as follows through FY 2014 and 2015 and is contingent upon the availability and continued appropriations of funds for FY 2016.

	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>
04-96-96-963515-2945 Municipal Aid - Federal 072-500575 Grants to Non-Profits-Federal	\$77,500	\$155,000	\$77,500
04-96-96-962015-2944 SPR Planning funds 072-500575 Grants to Non-Profits-Federal	\$108,875	\$217,752	\$108,875
<b>Totals</b>	<u>\$186,375</u>	<u>\$372,752</u>	<u>\$186,375</u>

**EXPLANATION**

The Department requests this **sole source** contract because the University's Technology Transfer Center (T2 Center) operates the primary continuing education program in the state for local road managers, crews, and public officials, and are thus uniquely qualified to be provide this federally mandated service. The T2 Center has been successfully and effectively providing continuing education program in the state for over 20 years, the Department feels a sole source contract is justified.

The Department established a Technology Transfer Center (T2 Center), under the Federal Highway Administration's (FHWA) Local Technical Assistance Program (LTAP), effective August 18, 1986. The University has approved the proposed Cooperative Project Agreement, and its Civil Engineering Department will administer the program.

The program is 100% federally-funded with 50% Federal LTAP funds (\$310,000) and 50% Federal SPR Planning funds (\$310,000). The LTAP funding is being supplemented with additional SPR Planning funds (\$125,502) for special projects targeting municipal asset inventories, infrastructure maintenance, and improvement management.

The purpose of the program and these specific LTAP funds is to provide technical assistance to local communities and organizations throughout the State. To foster safe, efficient, environmentally-sound local roads and bridges in New Hampshire, the T2 Center is a resource to increase town officials', road managers', and highway crews' knowledge of technology and management through education and training including conducting seminars throughout the state, developing and providing public works management software, publishing of a quarterly newsletter, providing of technical assistance, other means of technology transfer at the University, and conducting special research projects. The asset inventory effort will offer training, technical support, and workshops to local municipalities/highway departments to develop GIS data layers to support transportation infrastructure maintenance and asset management strategies.

In addition to material provided in workshops, the T2 Center provides technical and management information over its website, through distribution of newsletters, publications, and software. Its Road Scholar Program recognizes managers and crew members for workshop participation. The T2 Center contributes to the public works community by operating PWNnet listserv, an electronic email communication tool, which enables New Hampshire public works officials to discuss common problems and their solutions. The T2 Center staff coordinates the Public Works Mutual Aid Program, which enables cities and towns to assist each other during large-scale emergencies. The T2 Center has developed public works management software for roads, drainage, signs, and municipal equipment. As part of the calendar year 2008-09 contract, LTAP undertook a significant upgrade and expansion of its public works management systems by integrating a geographic information system (GIS) platform. The T2 Center is further expanding this effort by offering a Statewide Asset Data Exchange Service (SADES) to municipalities, Regional Planning Commissions, and State agencies to provide standardize data collection elements and methodology, provide training, and provide centralized storage and distribution for roadway asset data including sidewalks/curb ramps, culverts, and pavement condition.

This Agreement has been approved by the Attorney General as to form and execution. 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. Subsequent to Governor and Council approval, the Agreement will be on file at the Department of Transportation.

Expenses incurred will be charged against the designated project account number and reimbursement for costs shall be borne by the above-listed funds in the total amount of \$745,502 in accordance with Federal Aid program requirements.

Your approval of this submission is respectfully requested.

Sincerely,



Christopher D. Clement, Sr.  
Commissioner

2013 NOV 20 AM 10:35

STATE OF NH  
DEPT OF JUSTICE

Attachment

**COOPERATIVE PROJECT AGREEMENT**

between the

**STATE OF NEW HAMPSHIRE, Department of Transportation**

and the

**University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Transportation**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **12/31/15**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Technology Transfer Center 2014-2015**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Bill Watson  
Address: NH Dept. of Transportation  
7 Hazen Dr.  
Concord, NH 03301  
Phone: 271-3344

**Campus Project Administrator**

Name: Dianne Hall  
Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Rd. Rm 116  
Durham, NH 03824  
Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Nancy Mayville  
Address: NH Dept. of Transportation  
7 Hazen Dr.  
Concord, NH 03301  
Phone: 271-3344

**Campus Project Director**

Name: Charles Goodspeed III  
Address: UNH Civil Engineering Department  
33 College Road  
Durham, NH 03824  
Phone: 862-1443

F. Total State funds in the amount of \$745,502 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share \_\_\_\_\_ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **28293** from **Federal Highway Administration** under CFDA# **20.205**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) **B** of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

Added:

Campus agrees not to incur any billable project costs prior to receiving a notice to proceed from NHDOT, or the project start date (1/1/14) whichever is later.

H.  State has chosen **not to take** possession of equipment purchased under this Project Agreement.

State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

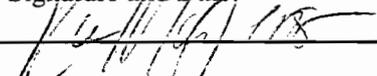
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Transportation** have executed this Project Agreement.

**By An Authorized Official of:  
University of New Hampshire**

Name: Karen M. Jensen

Title: Director, Sponsored Programs Administration

Signature and Date:

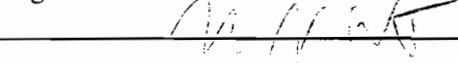
 10/9/13

**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**

Name:

Title:

Signature and Date:

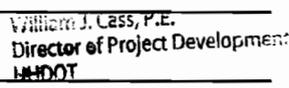


**By An Authorized Official of:  
Department of Transportation**

Name: Christopher Clement

Title: Commissioner

Signature and Date:

**By An Authorized Official of: the New  
Hampshire Governor & Executive Council**

Name:

Title:

Signature and Date:

\_\_\_\_\_

## EXHIBIT A

- A. **Project Title:** Technology Transfer Center 2014-2015
- B. **Project Period:** 1/1/2014-12/31/2015
- C. **Objectives:** To continue the University of New Hampshire Technology Transfer Center (T2 Center) for a two year period starting January 1, 2014. The T2 Center has provided Local Technical Assistance Program (LTAP) service since 1986, to New Hampshire cities and towns. To foster safe, efficient, environmentally sound transportation systems to New Hampshire, the T2 Center is a resource to increase town officials', road managers', and highway crews' knowledge of evolving technology and management practices through education and training, a quarterly newsletter, technical assistance, and other means of technology transfer. It will also perform special projects to address and assist municipalities in upgrading local transportation infrastructures.

D. **Scope of Work:**

A detailed project scope and deliverables can be found in the proposal dated: 9/30/2013 incorporated by reference

1. Road Scholar Trainings: Arrange and conduct instructional and/or informational presentations, usually in one-day sessions and in longer or shorter sessions as necessary to cover a specific topic. Selected topics shall be based upon workshop evaluations, a bi-annual needs assessment, evaluation of information requests, meetings with road agents and public works directors, other communications with stakeholders, and responses to the quarterly newsletter. The center will consult with the T2 Advisory Board relative to these selected topics and recognize participants' personal development through a nationally recognized Roads Scholar Program. The center anticipates developing two new courses during the project period. T2 will also pilot web training modules, and webinar style instruction for certain topic areas. T2 will also participate in the FHWA "Every Day Counts" (EDC) outreach seminar series as appropriate and continue to maintain the NH Culvert Maintainer, and flagger certifications program.

A minimum of 160 training sessions will be held.

2. Technical Support: T2 technical staff is available Monday-Friday from 7:30AM through 4:00PM by phone, fax, email, and walk-in for technical support inquiries. Technical support is most often related to public works construction, computer software/hardware, management, policy, and best practices. Technical support inquiries are tracked using incident tracking software to ensure timely response and resolution to support calls.

3. Publish a Quarterly Newsletter: T2 will publish the quarterly Road Business newsletter that shall at a minimum consist of: one cover article on a current transportation issue, one major technical article on a relevant public works technique or issue, one minor non-technical informational topic, announcements section, and a knowledge retention device (crossword).

T2 will and distribute the newsletter though email and US Mail to all designated persons on the current distribution list. The 2013 distribution list consists of 265 hard copy subscribers and 800 electronic subscribers. Electronic copies of Road Business will also be posted on the T2 website and Facebook page.

#### 4. Provide Information Services:

**Development & Maintenance of Best Practices & Tech Sheets Library:** T2 will identify the needs of local agencies for technical information through personal contact, training sessions, Road Business, and formal surveys. In response, T2 will generate in written, web, or video format materials specific to these inquiries. Information will be conveyed in an appropriate format, either via web, email or postal service.

**Maintenance of Websites and Social Media:** In addition to the main website (t2.unh.edu), T<sup>2</sup> currently manages the websites for local road agent associations and the NH Public Work's Association. T<sup>2</sup> also maintains a Facebook, Twitter, and YouTube channel, which are updated on a regular basis with relevant transportation information.

**LISTSERVES and Mailing Lists:** T2 maintains numerous electronic mailing lists (Google Groups) and LISTSERVES, which include individuals in municipalities responsible for local roads, including but not limited to; local road managers, municipal engineers, mayors, City/Town councils, Boards of Selectmen, town managers, town administrators, state transportation officials, Regional Planning Commissions, appropriate federal agency personnel, private contractors and engineers, transportation related personnel in colleges and universities, private citizens, and highway maintenance personnel who request inclusion. The electronic mailing lists currently have over 800 subscribers.

**Mutual Aid:** T2 in partnership with the Mutual Aid Board maintains a database of mutual aid equipment. T2 actively promotes municipal participation in mutual aid programs to improve the disaster preparedness of local transportation agencies. During emergencies the mutual aid database is used in conjunction with electronic mailing lists to allow local transportation officials to obtain necessary equipment to respond to disasters. Mutual aid can also be used to perform routine maintenance which requires equipment not currently owned by or available to their agency. Mutual aid agreements are federally recognized for insurance and reimbursement purposes.

#### 5. Program Administration:

**Transportation Partnerships & Facilitation:** T2 provides facilitation services to communicate state issues to municipal transportation officials, and to express municipal concerns to state agencies. T2 maintains working relationships with state agencies including: DOT, DES, & DOS and the legislature. It is continually working to streamline processes and interactions with these groups and local transportation officials to create efficiencies for all involved. Most recently this has included the development of an innovative new process for routine culvert maintenance permitting. More information about this process can be found in the training section of this proposal under culvert maintainer certification.

T2 will maintain the existing partnerships with organizations pertaining to transportation and infrastructure. Current established organizational partnerships include New Hampshire Public Works Association, New Hampshire Public Works Mutual Aid Program, the State Transportation Innovation Council, and American Public Works Association. Future or undocumented partnerships include, but are not limited to, New Hampshire Driving Toward Zero, National Association of

County Engineers, Region 1 LTAP, National LTAP workgroups or committees, and Construction Career Days.

6. Statewide Planning Development: T<sup>2</sup> is consistently adapting technology transfer alternatives to effectively respond to New Hampshire's transportation official's needs. The need for infrastructure improvements are identified and can be promptly assessed using the asset inventories included in these services. To that end T<sup>2</sup> is actively engaged in the following activities:

Statewide Data Exchange Pilot (SADES): In response to a request from NHDOT T<sup>2</sup> has proposed the development of a Statewide Asset Data Exchange System (SADES). The goal of SADES is to facilitate a structure for data collection efforts around the state so information can be integrated into a uniform data set. In New Hampshire, state, regional, and local governments are in various stages of data collection initiatives. For transportation, a primary focus of these initiatives is critical infrastructure including: drainage, road-side restraint systems (guardrails) and public access ways (sidewalks & crosswalks). To effectively and uniformly collect this type of data on a statewide level, developing a structure that provides specifications, methods, training, and data exchange services for all stakeholders is essential. The three main elements of SADES are Data Specifications, Support & Training, Compilation & Hosting.

Support of Statewide Planning Efforts: T<sup>2</sup> will support the DOT's statewide planning through the deployment of a standalone, enterprise GIS web application, which integrates statewide data sets and DOT specific data. The system will be managed by T<sup>2</sup> and located at a collocation facility in Salem, NH. The facility has triple redundant internet and power, ensuring 24/7 uptime, especially during natural disasters. This standalone system will be for DOT use only. Global administration of map data, users, queries and reports will be managed by T<sup>2</sup>. DOT will designate DOT staff members to be "Web Administrators" who can add users and modify query and web report designs to meet immediate needs.

Municipal Bridge Prioritization & Inventory Program: The varying formats and quality of municipal bridge inventory and funding requests for NHDOT municipal bridge aid make objectively rating and prioritizing municipal bridge projects challenging. To address this issue T<sup>2</sup> proposes to establish a work group consisting of NHDOT, local and regional public works officials to develop a standard methodology and format for reporting bridge conditions and suggested repair strategies for local bridges. The goal of the methodology and reporting will be to facilitate NHDOT ranking of municipal bridge repair projects.

7. Project Management & Planning: T<sup>2</sup> Will track progress and prepare quarterly progress reports that will be transmitted to NHDOT program managers. Progress reports will contain updates of deliverables and tasks. Tabulated data will be used to evaluate how well the Center meets the stated goals and objectives and responds to changing local transportation agency needs.

D. **Deliverables Schedule:** A full deliverables table is incorporated in the proposal dated September 23, 2013 and is incorporated by reference. Deliverables Summary is provided below

Road Scholar Training:

1. Schedule 160 Training Courses over 2 Years
2. Advertise 160 Training Courses over 2 Years
3. Find and coordinate location for 160 Training Courses over 2 Years

4. Find and coordinate Instructors for 160 Training Courses over 2 Years
5. Find and coordinate Catering for 160 Training Courses over 2 Years
6. Manage Registration for 160 Training Courses over 2 Years
7. Prepare Material for 160 Training Courses over 2 Years
8. Technical Review of Material for 160 Training Courses over 2 Years
9. Printing and Binding of Material for 160 Training Courses over 2 Years
10. Conduct 160 Training Courses over 2 Years
11. Management of Course Evaluations
12. Management of Road Scholar Program
13. Development of Online Courses
14. Semi-Annual Advisory Board Meetings
15. Expansion of Road Scholar Program
16. Assist FHWA with Every Day Counts (EDC)
17. Manage NH Culvert Maintainer Certification
18. Maintain Flagger Certification

Technical Support:

19. Manage and Reply to Email Inquiries
20. Manage and Reply to Phone Inquiries
21. Manage and Reply to Fax Inquiries per Year
22. Manage and Reply to Direct Inquiries
23. Manage a Toll-Free Support Line
24. Technical Support hours M-F 8:00AM-4:30PM

Quarterly Newsletter:

25. Publish 4 newsletters annually
26. Manage 800 person electronic subscriber list
27. Manage 260 person hard copy subscriber list
28. Expand Readership

Information Services:

29. Development of Technical Article Tumblr Site
30. Integration of Current Newsletter Technical Topics to Site
31. Integration of Previous Editions of Newsletter Technical Topics to Site
32. Publish Minimum of 12 Technical Articles per Year
33. Generation of Best Practices & Tech Information Materials
34. Generation of New Informational Materials Based on Customer Requests
35. Provide Access to Materials Through Web Library
36. Provide Access to Materials Through Video Clearinghouse
37. Maintain pw.net Listserv
38. Maintain nh.roadmanagers Listserv
39. Maintain nhpwma.members Listserv
40. Maintain t2.advisoryboard Listserv
41. Maintain academy.committee Listserv
42. Maintain Google Groups

Program Administration:

43. Interface with Advisory board and DOT

44. Prepare Annual Report
45. Track PAR/CAR for federal compliance
46. Coordinate with NH Public Works Association
47. Coordinate Mutual Aid
48. Attend/Exhibit at Local/National Conferences
49. Prepare Final Project Report & Quarterly Update Reports

**SADES:**

50. Development of SADES Structure
51. Coordination of Stakeholder Meetings
52. Develop Culvert Specifications
53. Develop Guardrail Specifications
54. Develop Sidewalk Specifications
55. Develop Crosswalk Specifications
56. Develop Training for Culvert Data Collectors
57. Develop Training for Guardrail Data Collectors
58. Develop Training for Sidewalk Data Collectors
59. Develop Training for Crosswalk Data Collectors
60. Provide Equipment Loan Programs for Government Data Collectors
61. Data Scub/QA/Compliance testing for incoming Culvert Data (max. of 25 sets total)
62. Data Scub/QA/Compliance testing for incoming Guardrail Data (max. of 25 sets total)
63. Data Scub/QA/Compliance testing for incoming Sidewalk Data (max. of 25 sets total)
64. Data Scub/QA/Compliance testing for incoming Crosswalk Data (max. of 25 sets total)
65. Develop data sharing: Direct download for users
66. Develop Web Mapping Services for data users
67. Develop Web Application for Data Users

**Support of Statewide Planning:**

68. Development & Implementation of NHDOT Web GIS Portal with 24/7 Uptime
69. Integration of Mosaic Data into NHDOT Web GIS Portal
70. Integration of NHDOT Data into NHDOT Web GIS Portal
71. Integration of SADES Data into NHDOT Web GIS Portal
72. Training of NHDOT Officials on NHDOT Web GIS Portal
73. Technical Support of NHDOT Officials on NHDOT Web GIS Portal
74. Development of Custom Reports and Queries for NHDOT Web GIS Portal

**Municipal Bridge Assessment & Prioritization**

75. Develop and Manage Work Group (NHDOT, municipalities, T2)
76. Develop Inventory of Pertinent Attributes
77. Develop Best Practices for Inventorying & Ranking Projects
78. Develop Interactive PDF Form to Capture Municipal Data
79. Develop a Training Course for Municipalities to Use System
80. Develop a Training Course for NHDOT to Rank Projects

- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of

each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Items	Total
Salaries and Wages	\$ 324,510
Fringe Benefits	\$ 60,306
Travel	\$ 53,000
Supplies and Services	\$ 102,408
Services/Consultants	\$ 12,000
F &A Costs	\$ 193,278
Total	\$ 745,502

The supplies and service expense line item includes all expendable and non-expendable items (office, instructional, and research materials) used solely to accomplish tasks outlined herein or requested by sponsor and are considered to be above and beyond those covered by F&A.

#### G. Special

Program income may be generated and used, in the additive method, and to expand services provided by his Program Agreement. Program income generated in 2012-2013 Project Agreement may be carried over for use under this Project Agreement.

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here:  None or .

