

5A 2 a.m.



*Victoria F. Sheehan
Commissioner*

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



*William Cass, P.E.
Assistant Commissioner*

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

Bureau of Rail & Transit
May 15, 2017

REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation to enter into a Cooperative Project Agreement (CPA) amendment with the University of New Hampshire (UNH), Durham, NH, (Vendor 177867), to extend the contract completion date from December 31, 2018 to June 30, 2020 for the continued support of expanded transit service in the Seacoast region, effective upon Governor and Council approval through June 30, 2020. The original CPA with UNH was approved by Governor and Council on April 18, 2012, Item 143. This request is for a time extension only, no new funding.

EXPLANATION

This contract amendment will extend the project completion date for UNH's Wildcat Transit (Route 4 between Durham, Dover, Portsmouth, and Newington) to align with the planned completion date of the Department's Newington-Dover construction project. The service was initiated to meet the commitments of the Department's Environmental Impact Statement (EIS) for the Newington-Dover construction project on the Spaulding Turnpike. This project doubles the frequency of bus service during morning and afternoon peak hours (approximately 6-8 am and 4-6 pm) and as it has proven to be a successful regional transit service, it is in the interest of both the Department and UNH to extend this project and align its completion date with that of the associated construction project.

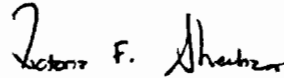
Unexpended Turnpike funds included in the original contract will be used during this extension period to leverage Congestion Mitigation & Air Quality (CMAQ) funds that have been approved by the Department and will be administered through the Federal Transit Administration (FTA). UNH will access CMAQ funds directly from FTA to support the net operating expense of Wildcat Transit Route 4 through June 30, 2020.

All other provisions of the agreement shall remain in effect.

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

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

AMENDMENT TO AGREEMENT

UNIVERSITY OF NEW HAMPSHIRE WILDCAT TRANSIT

Little Bay Bridge Service Expansion Project

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and University of New Hampshire Wildcat Transit (UNH) on April 18, 2012, (Item #143) effective upon Governor and Council approval (April 18, 2012) through December 31, 2018;

WHEREAS, the Contractor, UNH and NHDOT have agreed to amend certain provisions of the agreement;

WHEREAS, Page 1, Section B of the Cooperative Project Agreement between NHDOT and UNH, the Completion Date is December 31, 2018 and NHDOT wishes to amend the date to June 30, 2020;

RESOLVED, that the agreement be amended as follows:

Page 1, Section B of the Cooperative Project Agreement is amended from December 31, 2018 to June 30, 2020.

All other provisions of the agreement shall remain in effect.

UNIVERSITY OF NEW HAMPSHIRE WILDCAT TRANSIT

By: Karen M. Jensen, Manager
Sponsored Programs Administration Date: 5/9/2017

Title: _____

Signature: [Handwritten Signature]

County of Stratford

On this the 9 day of May, 2017, before me, Dianne Hall, the undersigned officer, personally appeared Karen M Jensen, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he has executed the same for the purposes therein contained. IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Handwritten Signature]
Notary Public/Justice of the Peace

DIANNE M. HALL, Notary Public
State of New Hampshire
My Commission Expires November 16, 2021

NH Department of Transportation

By: Patrick C. Herlihy
Director
Aeronautics, Rail and Transit Date: 5/17/17

Title: _____

Signature: [Handwritten Signature]

Approved by Attorney General

By: [Handwritten Signature] Date: 6/30/17

Title: AAG

Signature: Matt Broadhead

Approved by Governor and Council

By: _____ Date: _____



**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



**CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER**

**JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER**

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

Bureau of Rail and Transit
March 15, 2012

Approved 4/18/12
Item 143

REQUESTED ACTION

Authorize the Department of Transportation to enter into a Cooperative Project Agreement (CPA) for an amount not to exceed \$783,127 with the University of New Hampshire (UNH), Durham, NH, (Vendor #177867) to support expanded transit service in the Seacoast region, effective upon Governor and Council approval through December 31, 2018. 100% Turnpike funds.

Funding is available as follows:	<u>FY 2012</u>
04-96-96-961017-7514	
Spaulding Turnpike/US 4/NH 16	
400-500870 Hwy. Contract Payments-DOT	\$783,127

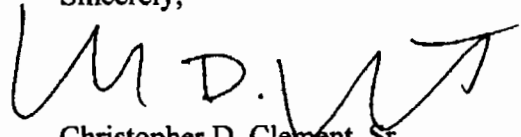
EXPLANATION

The Environmental Impact Statement (EIS) for the Newington-Dover project to improve the Spaulding Turnpike included a commitment to increase the existing transit service in the Seacoast region operated by UNH Wildcat Transit and Cooperative Alliance for Seacoast Transportation (COAST), providing an enhanced transit option for commuters between Durham and Portsmouth and Rochester/Dover and Portsmouth. This commitment followed an extensive scoping process, including public involvement, to determine the most effective measures to mitigate congestion in the corridor. This project will double the frequency of bus service during morning and afternoon peak hours (approximately 6-8 am and 4-6 pm). An application for funding for the UNH Wildcat Transit and COAST expansion was approved by the Congestion Mitigation and Air Quality (CMAQ) Advisory Committee through a competitive process, and the required 20% match will be provided by Turnpike funds from the Newington-Dover project. CMAQ funds have been transferred to the Federal Transit Administration (FTA), and UNH will apply directly to FTA for the Federal share of the project. The funds in this UNH agreement will be used to match CMAQ funds to purchase two full-size transit vehicles and support the operating expense of expanding UNH service between Durham and Portsmouth (Wildcat Transit Route 4) for a period of three years. Following the three years of eligibility for CMAQ funds, Turnpike funds will be used to pay the net operating expense of the expanded service for an additional two years as committed in the EIS and subsequent Record of Decision for the project. The contract is effective through 2018 to allow sufficient time for procurement of the vehicles prior to beginning the five years of expanded operation.

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

Your approval of this resolution is respectfully requested.

Sincerely,

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

Christopher D. Clement, Sr.
Commissioner

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 **12/31/18**. 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: Little Bay Bridge Service Expansion

- 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: Shelley Winters
 Address: NH Dept. of Transportation
Bureau of Rail & Transit
PO Box 483
Concord, NH 03302
 Phone: 603-271-2468

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: Christopher Morgan
 Address: NH Dept. of Transportation
Bureau of Rail & Transit
PO Box 483
Concord, NH 03302
 Phone: 603-271-2468

Campus Project Director

Name: Dirk S. Timmons
 Address: University of New Hampshire
Transportation Services
295 Mast Rd.
Durham, NH 03824
 Phone: 862-2630

Campus Authorized Official KJ
 Date 3/15/12

F. Total State funds in the amount of \$783,127 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. _____ from _____ under CFDA# _____. 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) _____ 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:

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.

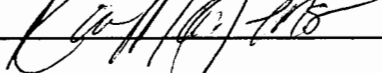
By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

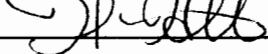
 3/15/12

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

Name: David M. H. Hts

Title: Assistant Attorney General

Signature and Date:

 4/1/12

By An Authorized Official of:

Department of Transportation

Name: Michael P. Pillsbury

Title: Deputy Commissioner

Signature and Date:


 3/21/2012

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

Name:

Title:

Signature and Date:

 APR 18 2012

DEPUTY SECRETARY OF STATE

EXHIBIT A

- A. Project Title:** Little Bay Bridge Service Expansion
- B. Project Period:** 10/01/2011 - 12/31/18
- C. Objectives:** The Campus seeks to provide additional transit service in the Spaulding Turnpike corridor, specifically in the area of the Little Bay Bridge construction project, to reduce congestion and mitigate air quality impacts of and around the construction project.
- D. Scope of Work:** The Campus currently operates transit service between Durham and Portsmouth (Wildcat Transit Route 4). This agreement provides 20% matching funds for approved Congestion Mitigation and Air Quality (CMAQ) funds to pay the operating expense required to increase the frequency on this route to half-hour frequency during peak hours for a period of three years, and 100% of said expense for the fourth and fifth years of expanded operation. Peak hours are defined as from 6:00 to 8:00 am and 4:00 to 6:00 pm Monday through Friday, but funds may be used to pay the operating expenses of routes that begin or end outside of these hours. The agreement also provides funds for 20% of the cost of acquiring a total of two (2) buses required to provide the increased transit service. CMAQ funds will be provided in a separate grant from the Federal Transit Administration to Campus. Campus will acquire the vehicles in compliance with FTA procurement standards. Funds derived from the disposition of these vehicles after exceeding their life expectancy will be used for future vehicle replacement purchases in accordance with FTA guidelines.
- E. Deliverables Schedule:** On a monthly basis the Campus Project Director will supply a summary report of service to the State which includes the following information:
 - Monthly Ridership Total
 - Total Revenue Service Miles
 - Total Passenger Fares Collected
- 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 no later than 60 days after the Project end date.

Summary Budget Items	State Funding	Cost Sharing (Not Required)	Total
1. Salaries & Wages	\$155,716	\$0	\$155,716
2. Employee Fringe Benefits	\$30,729	\$0	\$30,729
3. Travel	\$0	\$0	\$0
4. Supplies & Services	\$311,275	\$0	\$311,275
5. Equipment	\$156,000	\$0	\$156,000
6. Facilities & Admin	\$129,407	\$0	\$129,407
Total	\$783,127	\$0	\$783,127

- G.** Program income may be generated and used, in the additive method, and to expand services provided by this Project Agreement. Program income generated may be carried over from one fiscal year to the next 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 .